# The Bombay Gazette.

No. 7,021.—New Series. BOMBAY :—WEDNESDAY, AUGUST 9, 1871. Annual Subscription in Advance—Rupees Fifty-two.

## THE BOMBAY GAZETTE.

TERMS OF SUBSCRIPTION.

| | | |
|---|---|---|
| For year in advance delivered in Town | Rs. 52 | 0 |
| ——— including postage | „ 72 | 0 |
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TERMS FOR ADVERTISEMENTS.

Ten Lines and under

| | | |
|---|---|---|
| First insertion | Rs. 5 | 0 |
| Second Ditto | „ 2 | 8 |
| Third Ditto | „ 2 | 8 |
| Fourth and succeeding insertions | „ 0 | 2½ As. |

per line, but no Advertisement counted as less than eight lines.

LONG ADVERTISEMENTS.

| | |
|---|---|
| First insertion | 8 As. per line. |
| Second Ditto | 4½ „ „ |
| Third and succeeding | 2½ „ „ |

In the Native Languages, double the above.

Domestic Occurrences. Each—Rupee 1.

All Cheques, Money Orders, and other Remittances, should be made payable to the "Proprietor of the *Bombay Gazette*."

## SHIPPING.

### STEAM COMMUNICATION WITH THE MALABAR COAST, CEYLON, MADRAS, AND CALCUTTA.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Contract with Government, despatch Steamers as above with Mails, Passengers, and Cargo, every fourteen days.

The Steam-ship SATTARA, 1,237 Tons, 250 H.P., Commander J. J. Ballantine, will be despatched on TUESDAY, the 15th Aug., at noon.

| | Aug. | | August. |
|---|---|---|---|
| Leave BOMBAY | 15 | Leave Pondicherry | 27 |
| „ Carwar | 17 | „ Madras | 29 |
| „ Narrakel | 19 | „ Coconada | 31 |
| | | | Sept. |
| „ Allepey | 20 | „ Visagapatam | 1 |
| „ Tuticorin | 21 | „ Bimlipatam | 1 |
| „ Colombo | 22 | „ Gopaulpore | 2 |
| „ Galle | 23 | „ False Point | 3 |
| „ Negapatam | 26 | Arrive CALCUTTA | 4 |

During the S. W. Monsoon, viz., from the beginning of June to the end of August, the Steamers do not communicate with the ports of Mangalore, Cannanore, Calicut and Cochin, but passengers for the Neilgherries may be landed at Narrakel, six miles north of Cochin, from whence they may proceed by back water to stations on the Madras Railway.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

### STEAM COMMUNICATION WITH THE PERSIAN GULF via KURRACHEE.

Interchanging Cargo and Passengers at Bussora, to and from Bagdad, with the Euphrates and Tigris Steam Navigation Company.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, will despatch a Steamer every 14 days to the Persian Gulf, touching at KURRACHEE, GUADUR, MUSCAT, BUNDER ABBAS, LINGA, BUSHIRE, FAO, MAHOMERAH, and BUSSORAH.

The Steam Ship ETHIOPIA, 1,132 tons, 200 H.P., Commander A. Scott, will be despatched on SATURDAY, the 19th August, 1871, at noon.

| | Aug. | | Sep. |
|---|---|---|---|
| Leave BOMBAY | 19 | Leave BUSSORAH | 10 |
| „ Kurrachee | 23 | „ Fao | 10 |
| „ Guadur | 24 | „ Bushire | 14 |
| „ Muscat | 26 | „ Linga | 17 |
| „ Bunder Abbas | 28 | „ Bunder Abbas | 20 |
| „ Linga | 30 | „ Muscat | 22 |
| | Sep. | | |
| „ Bushire | 1 | „ Guadur | 23 |
| „ Fao | 3 | „ Kurrachee | 27 |
| Arrive BUSSORAH | 4 | Arrive BOMBAY | 30 |

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

### STEAM COMMUNICATION WITH KURRACHEE.

THE BRITISH INDIA STEAM NAVIGATION COMPANY (Limited), under Mail Contract with Government, and in connection with the weekly service from England, despatch a steamer to Kurrachee every SATURDAY, at noon.

The Steam-ship KURRACHEE, 510 Tons, 120 H. P., Commander A. Cottier, will be despatched on SATURDAY, the 12th August 1871, at noon.

N.B.—No cargo will be received on the day of sailing.

W. NICOL & Co., Agents.

### STEAM COMMUNICATION WITH ITALY, (VIA SUEZ CANAL).

ITALIAN STEAM NAVIGATION COMPANY of Messrs. R. RUBATTINO & Co., GENOA.

The regular Steamers leave GENOA on the 24th, and BOMBAY on the 1st of each month.

PASSENGER RATES,

(Inclusive of all Transit Fees through the Suez Canal.)

| | 1st Class. | 2nd Class. | | 3rd Class. | |
|---|---|---|---|---|---|
| To Aden | £22 | £15 | Including Wines. | £4 | Without Food. |
| Suez | 36 | 22 | | 8 | |
| Port Said | 38 | 24 | | 9 | |
| Alexandria | 39 | 25 | | 9-10 | |
| Messina | 45 | 32 | | 12 | |
| Naples | 47 | 33 | | 13 | |
| Leghorn | 50 | 34 | | 14 | |
| Genoa | 50 | 34 | | 14 | |
| Marseilles (transhipment at Genoa) | 52 | 35 | | 14-10 | |

Children under 3 years, free of charge.

Children not above 10 years, half fare.

Next Steamers from Bombay,

ARABIA, on FRIDAY, 1st SEPTEMBER, 1871.

PERSIA, on SUNDAY, 1st OCTOBER, 1871.

The exact hour of departure will be fixed and published a day or two previous to sailing.

For Hand-books of Information, Rates of Freight, &c., apply to

VOLKART BROTHERS,
Agents Rubattino Steam Navigation Company.

Bombay, 1st August 1871.

### AUSTRIAN LLOYD'S STEAM NAVIGATION COMPANY.

MONTHLY LINE of STEAMERS BETWEEN BOMBAY and TRIESTE via SUEZ CANAL.

THE Company intends to despatch a Steamer from TRIESTE to BOMBAY in September, which will leave Bombay on the return voyage about 10 days after arrival here. These Steamers have limited accommodation for a small number of Passengers. The rates for Cabin Passengers include food and table wine transit through Egypt, and free conveyance of 3 cwt. luggage. For Baggage in excess £4 per Ton is charged.

PASSENGER RATES FROM BOMBAY:

| | Cabin. | Deck with Food. |
|---|---|---|
| To Aden | £16 | £ 7-13 |
| To Suez | £28 | £13- 7 |
| To Port Said | £30 | £14- 6 |
| To Trieste | £40 | £19- 0 |

Cargo taken for Trieste, also for Venice, Constantinople, and Odessa, Aden, Egypt, England and the Continent generally.

THERE is also a weekly service by MAIL STEAMERS between Alexandria and Trieste, and *vice versa*, in conjunction with the P. & O. Co.'s Mail Steamers to and from Suez. The Austrian Lloyd's Mail Steamers leave Alexandria direct for Trieste immediately after the arrival of the Bombay and Calcutta Mails from Suez. The distance between Alexandria and Trieste is 200 miles shorter than that between Alexandria and Marseilles, and the voyage to Trieste is much more agreeable, it being a coasting trip full of variety of beautiful scenery from the Island of Candia to the Port of Trieste. The passage occupies only 4½ to 5 days, and the Company's best Steamers are employed on this Line, which are built expressly for this service, with special regard to the accommodation and comfort of passengers, and have each an experienced Surgeon on board. At Trieste the traveller to England has an extensive choice of picturesque and interesting routes, occupying from three days six hours to five days to London, at an expense varying from £7 to £13.

Passengers by the P. & O. Co.'s steamers to Suez can have their baggage forwarded by that Company's steamers from Alexandria to Southampton, at a charge of 10s. per cwt., for the regulated allowance of 3 cwt., and of 20s. per cwt. for excess weight, (both exclusive of transit through Egypt), to which the Austrian Lloyd's Agent at Suez will attend.

The undersigned grants also passage tickets for the steamers plying between Alexandria and Trieste, and for the railway between Suez and Alexandria.

PASSENGER RATES from ALEXANDRIA to TRIESTE.

First Class £13 | Second Class £9

Children under 10 years at Half Fare; under 2 years, Free.

REDUCED FARES for FAMILIES, consisting of not less than 3 adult members travelling together:—First Class, £10-16 per head; Second Class, £7-10 per head.

Personal Baggage allowed Free: 1st Class 200 lbs., 2nd Class 130 lbs., overweight 10s. per 100 lbs.

Railway tickets, from SUEZ, to ALEXANDRIA, with all the privileges of passengers by the P. & O. Co:—First Class, £3; Second Class, £2. Children over 3 and under 10 years at Half Fare. Free Baggage 1st Class 3 cwt., 2nd Class 200 lbs., overweight 7s. per cwt.

In conjunction with the Austrian Lloyd, Cargo for Trieste and Venice can be booked through from Bombay by the P. & O. Co., and the Bombay and Bengal Steam Ship Co., and via Bombay from the various ports touched at by the steamers of the British India Steam Navigation Company.

TRANSHIPMENT SERVICE AT PORT SAID.

GOODS for Trieste, Venice, Odessa, and Ports on the Syrian, Turkish and Greek Coasts, shipped by Steamers under any Flag whatever from Japanese, Chinese and Indian Ports bound to Mediterranean or British Ports, via Suez Canal, are received and transhipped by the Austrian Lloyd's Agent at Port Said, and forwarded to their destination by the Company's regular lines of Steamers.

For further particulars, and for freight and passage apply to the Agency of the Austrian Lloyd's Steam Navigation Company.

A. C. GUMPERT, Manager.

Bombay, 12, Medows Street, 1st August 1871.

**QUICK STEAM PASSAGE from LIVERPOOL.**—The NEERA, s.s., Captain Coburn, which arrived at Bombay lately, via the SUEZ CANAL, made the shortest passage upon record. She called at Port Said and Suez, but was only twenty-seven days and a half under Steam from Liverpool to Bombay, including stoppages in the Canal. She took out 1,100 tons of Cargo and had 1,500 tons of Messrs. Hancock and Scott's Welsh Hartley Main Steam Coal on board when she left Liverpool.

### BYCULLA IRON WORKS.

Having become the Proprietors of these Works, we are prepared to undertake the execution of all description of IRON WORKS, CASTINGS, &c.

Estimates will be given, on application to Mr. Ed. ROBSON, on the premises, or by letter to our Offices, in Elphinstone Circle.

W. NICOL & Co.

## SHIPPING.

### OVERLAND ROUTE.

On Tuesday, the 15th August, at 3 p.m., from Mazagon.

THE P. & O. Co.'s s. s. KHEDIVE, (3,742 tons, and 600 H.P.) Captain J. D. Steward, will LEAVE for SUEZ as above, carrying H.M.'s Mails, also Passengers and Cargo for that Port, Brindisi, Southampton, &c.

Cargo can also be booked through to Trieste, Venice, Odessa, Genoa, Naples, and Havre, Liverpool or London.

No Cargo can be received on board after sunset on the day previous to sailing.

The Company reserve the option of forwarding all Goods shipped by their steamers for Europe, through Egypt, either by Rail, or by Canal in their own steamers, or in vessels employed for the purpose.

Passengers are requested to send their heavy baggage to Mazagon before 10 a.m. on the day of the Steamer's departure, in order that it may be weighed and labelled previous to shipment.

A small Steamer will leave the New Dock Head at Mazagon at 3 p.m., precisely, on the day of sailing.

REDUCTION OF FARES.

The Rates of Passage Money have been reduced as follows:—

To BRINDISI .........First Class Rs. 600 Second Class Rs. 300

To SOUTHAMPTON. „ „ 650 „ „ 350

Exclusive of Wines and Liquors, and the transit through Egypt.

All Children under 3 years of age, free; above 3 and under 10, half fare.

G. F. HENRY, Superintendent.

### STEAM TO CEYLON, PENANG, STRAITS, CHINA, AND JAPAN.

THE P. and O. Co.'s s. s. HINDOSTAN, (3,113 tons, and 600 H.P.), Captain N. Roskell, will be despatched for the above Ports on WEDNESDAY, the 16th Aug., leaving Mazagon at noon on that day, carrying H. M.'s Mails, and taking also Passengers and Cargo for Madras and Calcutta.

No Cargo will be received on board after sunset on the day previous to sailing, and no brokerage will be allowed on any chest of opium, the officer's receipt for which is not lodged in the Company's office before 11 a.m. on Tuesday, the 15th proximo.

G. F. HENRY, Superintendent.

**STEAM FERRIES** (under contract with Government).—Steam Ferry Boats will ply across the Harbour daily, stopping at the undermentioned Bunders:—

Fares from Bombay to

| Class. | Rewas. | | Dhurumtur. | | Oorun. | | Hog Island. | | Oolwa. | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Rs. | a. | Rs. | a. | Rs. | a. | Rs. | a. | Rs. | a. |
| First Class | 2 | 0 | 3 | 0 | 2 | [illegible] | 2 | [illegible] | 3 | 0 |
| Second Class | 0 | 12 | 1 | 0 | 0 | [illegible] | 0 | [illegible] | 0 | 12 |
| Third Class | 0 | 6 | 0 | 8 | 0 | [illegible] | 0 | [illegible] | 0 | 9 |

The Rewas and Dhurumtur Ferry Steamer leaves Carnac Bunder daily at 8 a.m., and Dhurumtur at 1 p.m. The Oorun, Hog Island, and Oolwa Ferry Steamer leaves Carnac Bunder daily at 8-30 a.m., and Oolwa at 1 p.m. Passengers are required to obtain Tickets from the Bunder Clerk previous to proceeding on board.

J. A. SHEPHERD.

No. 33, Meadow Street, Bombay.

## SALES BY AUCTION.

### MENESSE & COMPANY.

On THURSDAY, the 10th instant, Messrs. MENESSE and Co. will hold their usual Weekly Auction Sale, at their Rooms, of a quantity of Grey, White and Coloured Piece Goods, Twist, &c., &c.

7 Bales Grey Shirtings
1 ditto Grey T Cloth
6 Cases Colored Prints
2 ditto Colored Dhoties
2 ditto White ditto

AUCTION SALE of OLD COPPER and NAILS as well as Damaged Cargo of the French Ship Winslow.

TERMS—CASH.

Messrs. MENESSE and Co. have received instructions from the French Consul in Bombay, to sell by Public Auction, this day WEDNESDAY, the 9th instant, at 1 p.m., at the British India or the Old P. and O. Company's Dock, Mazagon, on account of whom it may concern—

The Copper and Nails stripped off the French Ship Winslow.

Also at the Carnac Bunder Sheds at 3 p.m., on account of whom it may concern—

The whole of the damaged cargo of the said ship Winslow, consisting of Seeds in bags, more or less damaged by seawater.

Bombay, 9th August 1871. MENESSE & Co.

GOLD AND SILVER MEDALS AT THE BROACH AND AKOLA EXHIBITIONS 1868.

**GOLD KEYLESS HUNTERS and SEMI-HUNTERS**, Plain or Engine-turned Cases. Rs. 225.

FAVRE, LEUBA, & Co.

**LADY'S small GOLD HUNTERS, Enamelled** and Jewelled Cases. Rs. 150.

FAVRE, LEUBA, & Co.

**SILVER KEYLESS HUNTERS, 1st quality.** Patent Lever, extra finished. Rs. 100.

FAVRE, LEUBA, & Co.

**SILVER HUNTERS, Patent Lever,** 3/4 plate, in strong good Silver Cases, Engine-turned, very serviceable, warranted for two years. Rs. 50.

The same Watch, Keyless. Rs. 70.

FAVRE, LEUBA, & Co.

**OFFICE CLOCKS, Patent Lever, Octagon** or Round, imitation Walnut, 8-days, with Bell. Rs. 25.

FAVRE, LEUBA & Co.

### T. CHATELAIN-MONTANDON, WATCHMAKER & JEWELLER,

HAS received the following for Sale:—GOLD WATCHES for Ladies and Gentlemen, manufactured expressly for hot climates, and guaranteed to purchasers for the term of one to three years.

SILVER WATCHES of great variety, from Rs. 20 to 100, with same guarantee.

JEWELLERY—A very large selection, including Half sets, Bracelets, Brooches, Necklaces, Earrings, Lockets, Charms, Finger-Rings, Scarf-Rings, Studs, Watch-Chains, &c., all guaranteed to be of 14, 15, and 18 Carat Gold.

CLOCKS for Schools, Offices, &c.

MUSICAL BOXES, from Rs. 5 to 200.

REPAIRS in Watches, Clocks, Jewellery, Musical Boxes, &c., undertaken and carefully made.

T. CHATELAIN-MONTANDON,
HUMMUM STREET, BOMBAY.
BRANCHES—POONA AND SIMLA.

### A. ALLAN,
17, APOLLO STREET, BOMBAY.

JUST ARRIVED, in time for the MONSOONS, a variety of FANCY TWEEDS, all thoroughly shrink, which will be sold at the following REDUCTIONS:—

| | | |
|---|---|---|
| Fancy Tweed Coats, ewest style | Rs. 12 8 | Rs. 20 |
| Ditto Trousers, warranted to fit | 8 8 | |
| Ditto Superior Quality | | 25 |
| Fancy Silk mixed Coats, double breasted | 18 8 | 30 |
| Ditto Trousers, to fit comfortably | 12 8 | |
| Fancy Colored Washing Material for Coats and Trousers | | 16 |
| Cotton and all-Wool Sleeping Suits | | 10 to 18 |
| Winsey, all-Wool, and Silk and Wool Shirts | | 5 to 9 |

HOSIERY.—English made Shirts, Collars, and Fancy Ties, Merino and Woollen Hose, Merino and Wool Under-Shirts.

REQUISITES FOR TRAVELLERS.

Solid Overland Trunks, Portmanteaus and Hat Boxes.
New Pattern Scotch Plaids and Balmoral Bonnets.
Coupling Straps, Railway Wrappers, and Tweed Caps.
Hats, Caps, and Helmets of every description.

ALLAN'S CYCLONIAN WATER-PROOF SUITS,

Made expressly to resist the severest weather, warranted not to stick together, and will last for years.

Drab Suit, Rs. 30; Black Suit, Rs. 25.

P.S.—Send height and size of Chest for Suits.

**MAPPIN and WEBB'S ELECTROPLATE** and CUTLERY is the best.—Pure Silver on Pure Nickel and finest Steel Cutlery.

A quality guaranteed for 20 years.
B „ „ 12 „
C „ „ 8 „

The finest quality Table Knives, Pocket, Pen, and Sporting Knives, &c., &c. Mappin and Webb's CANTEEN CASES are celebrated all over Europe and India.

| | Ordinary Quality. | Better Quality. | Best Quality. |
|---|---|---|---|
| 1st size for one person | £4 10 0 | £5 7 6 | £6 5 0 |
| 2nd „ two persons | 8 8 0 | 10 0 0 | 11 15 0 |
| 3rd „ four „ | 9 9 0 | 11 10 0 | 13 10 0 |
| 4th „ six „ | 11 10 0 | 14 0 0 | 16 10 0 |

fitted with every requisite for the table, and with plated spoons, forks, ladles, table cutlery, &c., &c., in well-seasoned oak cases.

All the newest and richest designs for Testimonial Inkstands, Salvers, Tea and Coffee Services, &c., &c. Solid Silver Tea and Coffee Sets—4 pieces, 30 guineas. Salvers, £10 10s.; Inkstands, £6 6s.; Cups and Goblets, £2 2s. to £100, &c., &c.

Costly Illustrated Catalogues, free, on application.

MAPPIN & WEBB, 99 Norfolk Street, Sheffield; 76, 77, and 78, Oxford Street, and Mansion House Buildings, City of London. See that every article bears our stamp—"Mappin and Webb, Sheffield and London," without which none are our manufacture.

All Orders sent direct to England must be accompanied by an order for payment, or will not be attended to.

BY ROYAL COMMAND.

### JOSEPH GILLOTT'S
CELEBRATED
STEEL PENS.

Sold by all Dealers throughout the World.

### LEA and PERRINS'
CELEBRATED
WORCESTERSHIRE SAUCE.

Declared by Connoisseurs to be THE ONLY GOOD SAUCE.

Caution against Fraud.

The success of this most delicious and unrivalled Condiment having caused certain dealers to apply the name of "Worcestershire Sauce" to their own inferior compounds, the Public is hereby informed that the only way to secure the genuine, is to

ASK FOR LEA AND PERRINS' SAUCE,

and to see that their names are upon the wrapper, labels, stopper, and bottle.

Some of the foreign markets having been supplied with a spurious Worcestershire Sauce, upon the wrapper and labels of which the names of Lea and Perrins have been forged, L. and P. give notice that they have furnished their correspondents with power of attorney to take instant proceedings against Manufacturers and Vendors of such, or any other imitations by which their right may be infringed.

Ask for Lea & Perrins' Sauce, and see Name on Wrapper, Label, Bottle, and Stopper.

Wholesale and for Export by the Proprietors, Worcester Crosse and Blackwell, London, &c. &c. and by Grocers, and Oilmen, universally.

### DINNEFORD'S FLUID MAGNESIA.

The best remedy for Acidity of the Stomach, Heartburn, Headache, Gout, and Indigestion; and the best mild aperient for delicate constitutions, especially adapted for Ladies, Children, and Infants, and for regular use in Warm Climates.

Dinneford & Co., Chemists, London, and of Druggists and Storekeepers throughout the world.

N.B.—Ask for Dinneford's Magnesia, and use DINNEFORD'S Friction Gloves and Belts.

Agents—Treacher & Co., Bombay, Poona, and Byculla.

## NEW ADVERTISEMENTS.

IN the HIGH COURT of JUDICATURE at BOMBAY.—Ordinary Original Civil Jurisdiction.

Suit No. 826 of 1867.

MADHOWJEE DYAL and PRAGJEE DYAL.........Plaintiffs.

vs.

NURROTUM NARRONJEE, DWARKADAS NARRONJEE, NANDIBAEE, Widow of NARRONJEE JAITHA, deceased, and DEWCOOVERBAEE, Widow of DYAL NARRONJEE, deceased ....... Defendants.

Pursuant to an Order made in the above Suit, and bearing date the NINTH day of MARCH 1871, the following IMMOVEABLE PROPERTIES will be SOLD in Seven Lots by PUBLIC AUCTION, before Charles Edward Fox, Esq., Commissioner of the High Court of Bombay, at his Office in the Court House, on WEDNESDAY, the 6th day of September 1871, at the hour of three o'clock in the afternoon:—

Lot No. 1.

All the estate and interest of the abovenamed Madhowjee Dyal, Pragjee Dyal, Nurrotum Narronjee, Dwarkadas Narronjee, Nandibaee, widow of the late Narronjee Jaitha, deceased, and Dewcooverbaee, widow of the late Dyal Narronjee, deceased, or any of them, in all that piece or parcel of Land or Ground, containing by admeasurement eighty-nine and a half square yards or thereabouts, be the same a little more or less, together with the messuage or building standing thereon, with their appurtenances, situate on the south side of Mangoe Senoy Street, in the Sub-district of Fort and Colaba, in the island of Bombay, assessed by the Collector of Land Revenue under No. 986, and by the Collector of Municipal taxes under No. 9, and bounded as follows: that is to say, on the north by the said Mangoe Senoy Street, on the south by a passage dividing the said land from property of Dwarkadas Vussonjee, on the east by the house of Shamjee Khetsey, on the west by the house of Vussonjee Heerjee, and which land and messuage was formerly occupied by the late Narronjee Jaitha or his tenants, and are now occupied by the family of the late Narronjee Jaitha, deceased, or their tenants.

Lot No. 2.

All the estate and interest of the abovenamed Madhowjee Dyal, Pragjee Dyal, Nurrotum Narronjee, Dwarkadas Narronjee, Nandibaee, widow of the late Narronjee Jaitha, deceased, and Dewcooverbaee, widow of the late Dyal Narronjee, deceased, or any of them in all that piece or parcel of land, containing by admeasurement twenty-eight and seven fifty-fourths square yards or thereabouts, be the same a little more or less, together with the shop and building standing thereon, with the appurtenances, situate on the west side of Shaik Memon Street, outside the Fort, in the sub-district of Mandvee, in the Island of Bombay, assessed by the Collector of Land Revenue under No. 1,086, and by the Collector of Municipal Taxes under No. 9, and bounded as follows: that is to say, on the north by a shop (being Lot No. 3) of the said Narronjee Jaitha, deceased, on the south by the property of Khoja Alloo Ebrahim, on the east by the said Shaik Memon Street, and on the west by the house of Khoja Peroo Mahomed, and which land and messuage was formerly occupied by the late Narronjee Jaitha or his tenants, and are now occupied by the family of the late Narronjee Jaitha, deceased, or their tenants.

Lot No. 3.

All the estate and interest of the abovenamed Madhowjee Dayal, Pragjee Dyal, Nurrotum Narronjee, Dwarkadas Narronjee, Nandibaee, widow of the late Narronjee Jaitha, deceased, and Dewcooverbaee, widow of the late Dyal Narronjee, deceased, or any of them, in all that piece or parcel of Land, containing by admeasurement twenty-eight and seven fifty-fourths square yards or thereabouts, be the same a little more or less, together with the shop and building standing thereon, with the appurtenances, situate on the west side of Shaik Memon Street, outside the Fort, in the sub-district of Mandvee, in the Island of Bombay, assessed by the Collector of Land Revenue under No. 1,086, and by the Collector of Municipal Taxes under No. 9, and bounded as follows: that is to say, on the north by a shop (being Lot No. 4) of the said Narronjee Jaitha, deceased, on the south by a shop (being Lot No. 2) of the said Narronjee Jaitha, deceased, on the east by the said Shaik Memon Street, and on the west by the house of Khoja Peeroo Mahomed, and which land and messuage was formerly occupied by the late Narronjee Jaitha or his tenants and are now unoccupied.

Lot No. 4.

All the estate and interest of the abovenamed Madhowjee Dyal, Pragjee Dyal, Nurrotum Narronjee, Dwarkadas Narronjee, Nandibaee, widow of the late Narronjee Jaitha, deceased, and Dewcooverbaee, widow of the late Dyal Narronjee, deceased, or any of them, in all that piece or parcel of land, containing by admeasurement twenty-eight and seven fifty-fourths square yards or thereabouts, be the same a little more or less, together with the shop and building standing thereon, with the appurtenances, situate on the west side of Shaik Memon Street, outside the Fort, in the sub-district of Mandvee, in the Island of Bombay, assessed by the Collector of Land Revenue under No. 1,086, and by the Collector of Municipal Taxes under No. 9, and bounded as follows: that is to say, on the north by a shop (being Lot No. 5) of the said Narronjee Jaitha, deceased, on the south by a shop (being Lot No. 3) of the said Narronjee Jaitha, deceased, on the east by the said Shaik Memon Street, and on the west by the house of Khoja Peroo Mahomed, and which land and messuage was formerly occupied by the late Narronjee Jaitha or his tenants and are now unoccupied.

Lot No. 5.

All the estate and interest of the abovenamed Madhowjee Dyal, Pragjee Dyal, Nurrotum Narronjee, Dwarkadas Narronjee, Nandibaee, widow of the late Narronjee Jaitha, deceased, and Dewcooverbaee, widow of the late Dyal Narronjee, deceased or any of them, in all that piece or parcel of land, containing by admeasurement thirty-one and eleven thirty-sixths square yards or thereabouts, be the same a little more or less, together with the shop and building standing thereon, with the appurtenances, situate on the west side of Shaik Memon Street, outside the Fort, in the sub-district of Mandvee, in the Island of Bombay, assessed by the Collector of Land Revenue under No. 1,086, and by the Collector of Municipal Taxes under No. 9, and bounded as follows: that is to say, on the north partly by a shop belonging jointly to Narronjee Jaitha, deceased, and Purshotum Munmohundass and partly by Kitchen Garden otherwise known as Sunkersett Lane, on or towards the south by a shop of Narronjee Jaitha, deceased (being Lot No. 4), on or towards the east by the said Shaik Memon Street, and on or towards the west by the house of Khoja Peroo Mahomed, and which land and messuage was formerly occupied by the late Narronjee Jaitha or his tenants and are now occupied by the family of the late Narronjee Jaitha, deceased, or their tenants.

Lot No. 6.

All the estate and interest of the abovenamed Madhowjee Dyal, Pragjee Dyal, Nurrotum Narronjee, Dwarkadas Narronjee, Nandibaee, widow of the late Narronjee Jaitha, deceased, and Dewcooverbaee, widow of the late Dyal Narronjee, deceased, or any of them, in a piece of land containing by admeasurement thirty-seven square yards or thereabouts, with the house and building standing thereon, situate in a Street called Kuoriat Faria Street, in the village of Kumballia, in Jamnugger, in the Zillah of Rajkote.

Lot No. 7.

All the estate and interest of the abovenamed Madhowjee Dyal, Pragjee Dyal, Nurrotum Narronjee, Dwarkadas Narronjee, Nandibaee, widow of the late Narronjee Jaitha, deceased, and Dewcooverbaee, widow of the late Dyal Narronjee, deceased, or any of them, in a piece of land containing by admeasurement one hundred and thirty-six square yards or thereabouts, with the warehouse buildings standing thereon and the vacant piece of land adjoining thereto, situate at a cross road called Hatiisi Chukla, in the village of Kumballia, in Jamnuggur, in the Zillah of Rajkote.

For further particulars and conditions of sale application may be made at the Office of the said Commissioner; or at the Office of Messrs. Jefferson and Payne, Attorneys for Madhowjee Dyal, one of the Plaintiffs, in Apollo Street, within the Fort; and at the Office of Mr. Pestonjee Dinshaw, Attorney for Nurrotumdas Narronjee, one of the Defendants, in Meadow Street, within the Fort; and at the Office of Messrs. Thacker and Chalk, Attorneys for Dwarkadas Narronjee, one of the Defendants, in Marine Street, within the Fort.—Dated this 2nd day of August 1871.

CHARLES E. FOX, Commissioner.

### TREACHER & Co., LIMITED.
### WINE & SPIRIT MERCHANTS.

The superiority of the Company's imports is so well and so widely known throughout the Presidency, as to need no reiteration.

WINES.

| | | |
|---|---|---|
| SHERRIES | per doz. | Rs. 22½, 26, 28, 34, 38, 44 |
| BURGUNDIES, Red and White. | „ | 16, 22, 24-8* |
| CHAMPAGNES, Superior Dry. | „ | 32, 36*, 38*, 40* |
| CLARETS, Breakfast & Dinner. | „ | 11, 14*, 20, 30* |
| GREEK, Red and White | „ | 15, 20, 24, 27, 33 |
| HOCKS, Sparkling and Still | „ | 21*, 27*, 31*, 36*, 40* |
| HUNGARIAN | „ | 19, 22 |
| MOSELLES (highest class only) | „ | 36*, 38* |
| PORTS (White's and Graham's) | „ | 21½, 27*, 34* |
| SAUTERNES | „ | 2[illegible], 22½, 30 |

* Pints at a small advance per case.

SPIRITS.

| | | |
|---|---|---|
| BRANDY, real Cognacs, our own brands | per doz. | Rs. 18, 24, 27 |
| GINS, London and Hollands | „ | 16, 24 |
| RUM, real Jamaica | „ | 18, 21 |
| WHISKEY, Irish and Scotch | „ | 18, 19 |

LIQUEURS AND CREMES.

AQUA D'ORO, CHARTREUSE, CURACAO, MARASCHINO, &c., &c., by the first makers only.

BITTERS AND CORDIALS.

ANGOSTURA, GINGER, ORANGE, VERMOUTH, &c., &c.

ALES AND STOUTS.

By Alsopp, Bass (Stone's), Barclay, Guinness, and White.

The above are CASH Quotations; detailed Priced Lists and Terms of business on application.

BOMBAY (Fort & Byculla) AND POONA.

**TO LET, a BUNGALOW on Malabar Hill, in** excellent order, lately vacated by Mr. Estill.

APARTMENTS at 5, Apollo Street, Fort.
A COTTAGE on Parell Hill.
A large HOUSE at Sion.
—Apply to
36, Kalbadavie Road.

NARAYAN VASUDEVJEE.

### SUPERIOR LONDON-MADE BRUSHES.

| | |
|---|---|
| CLOTH AND HAT, with and without handles, from, cash, Rs. 1-4 to, credit, Rs. 6. | NAIL, with Bone or Satin-wood backs, from, cash, as. 14 to, credit, Rs. 3-8. |
| FLESH, of various stiffnesses, from, cash, Rs. 1-4 to, credit, Rs. 5. | SHAVING, of Hog or Badger Hair, from, cash, Re. 1 to, credit, Rs. 10. |
| HAIR, with Ivory, Rosewood, or Satin-wood backs, from, cash, Rs. 1-12 to, credit, Rs. 30. | TOOTH, with wired and indestructably cemented backs, from, each, cash, as. 10 to, credit, Rs. 8 per dozen. |

TREACHER & Co. (Limited).

### LIVERY STABLES, FORT.

CARRIAGES AND HORSES FOR HIRE.

| | |
|---|---|
| Shigram and Horse, per Day | Rs. 4 |
| Brougham and Horse, per Day | „ 5 |
| Phaeton and Horse, per Day | „ 5 |

Or by the Month, at a REDUCED RATE.

Apply to Mr. T. B. COULSON, No. 9, Military Square.

TERMS—CASH.

### FURNITURE, CARPETS and BEDDING.

AN ILLUSTRATED FURNITURE CATALOGUE,

Containing nearly Six Hundred Designs, of every description of Furniture, faithfully drawn from our own Stock, will be forwarded gratis, or may be had at the office of this Journal, on application.

All Orders for Export carefully packed in damp-proof cases, and shipped without delay, at a charge of 10 per cent. on amount of order.

Remittances in advance to be sent direct to London, crossed London and County Bank, or made payable at London Agents of Remitter.

LEWIN CRAWCOUR & Co.,
UPHOLSTERERS and CABINET MAKERS,
73, 75 and 81, Brompton Road, London.
Established 70 Years.

N.B.—Every description of Merchandise supplied on the most liberal terms.

## NOTICES.

**TO the JUSTICES of the PEACE for the** CITY of BOMBAY.—I hereby give NOTICE, that an ADJOURNED QUARTERLY MEETING of the JUSTICES of the PEACE for the CITY of BOMBAY will be HELD in the Durbar Room, Town Hall, on SATURDAY, the 12th day of August 1871, at 3 o'clock in the afternoon, precisely, to consider the business left undisposed of at the last Meeting.

LESLIE CRAWFORD,
Acting Clerk to the Justices of the Peace for the City of Bombay.

Bombay, Town Hall, 7th August 1871.

**FORT PRESS COMPANY (Limited).**—NOTICE is hereby given, that an EXTRAORDINARY GENERAL MEETING of the SHAREHOLDERS of the above Company will be HELD at the Office of the Secretaries on WEDNESDAY, the 9th instant, at 3 o'clock p.m., for the purpose of declaring an INTERIM DIVIDEND.

The TRANSFER BOOKS of the Company will be CLOSED from THIS DAY until THURSDAY the 10th instant.

By order of the Directors,
EWART, LATHAM, & Co.,
Secretaries and Treasurers.

Church Lane 2nd August 1871.

**THE COLABA PRESS COMPANY (Ld.)**—NOTICE is hereby given, that the ORDINARY GENERAL MEETING of the COLABA PRESS COMPANY (Limited) will be HELD at the Registered Office of the Company, Elphinstone Circle, on THURSDAY, the 10th August 1871, at 3 o'clock p.m., to transact the following business:—

1. To receive the Directors' Report and Statement of Accounts to 30th June 1871, and to declare a Dividend.
2. To appoint an Auditor for the ensuing year, and to fix his remuneration.
3. To appoint Directors in the place of those who retire by rotation, and to consider any other business that may be brought before the Meeting.

By order of the Board of Directors,
For the London, Asiatic, and American Company (Limited),
A. E. ASHLEY, Joint Manager,
Secretaries.

Bombay, 1st August 1871.

N. B.—The TRANSFER BOOKS will be CLOSED from THIS DATE to 10th AUGUST 1871.

### NOTICE.

We regret to have to announce that, in consequence of advice received from our COBLENTZ AGENCY, of the FAILURE OF LAST YEAR'S VINTAGE, we cannot guarantee to supply GERMAN VINTAGE WINES at our present quotations for any length of time.

On an advance being made, it will be duly advertised in the local journals.

PAYNE & Co.

Elphinstone Circle, Bombay, 22nd April, 1871.

### NOTICE.

THE GREAT NORTHERN INDIA
St. Leger Sweep.—1871.

Committee of Management.

Major G. DALRYMPLE HAY, B. S. C.
Capt. J. CHARLEY, 60th Rifles.
W. A. ROBERTS, Esq., R. H. A.
Tickets Rupees 10 (ten) each, Cash.

Terms.

SAME AS DERBY SWEEP.

To close on the 6th September, and Drawing to take place the same day at noon at the Murree Club.

Cheques, Money Orders, &c, to be made payable, and applications to be made, to the SECRETARY, Murree Club, Murree.

**NOTICE is hereby given, that all PERSONS** being CREDITORS of, or otherwise having any CLAIM against, the ESTATE of ELIZA ANN HARRISON, Widow of CHARLES JUBILEE HARRISON, late of Bombay, European Inhabitant, deceased, who died at Bombay aforesaid on the 2nd day of October 1870, having first duly made and published her LAST WILL and TESTAMENT, dated the 29th of September 1870 (whereof PROBATE was on the 15th day of July 1871 granted by the High Court of Judicature at Bombay to the Reverend John Paton, the chaplain, and Alexander Johnstone, George Ramsay Wilson, Francis Angus Spencer, Robert Duthie William Fotheringham Melvin, Alexander Wright, and Robert Angus, the elders of Saint Andrew's Church, Bombay) are hereby required to send in particulars of their Claims, in writing, within one month from the date hereof, to us, as the Attorneys of the said Executors, at our Office, No. 12, Rampart Row, within the Fort of Bombay, and that at the expiration of such last mentioned period, the said Executors will distribute the Estate of the said Eliza Ann Harrison, deceased, according to the terms of her said Will, having regard only to such Claims as shall then have been sent in.—Dated this 25th day of July 1871.

MANISTY and FLETCHER,
Attorneys to the Executors of the last Will and Testament of the late Eliza Ann Harrison, deceased.

**NEW BANK of BOMBAY, Limited.**—NOTICE is hereby given, that the FOURTH ORDINARY GENERAL MEETING of the PROPRIETORS will be HELD at the Office of the Bank, Elphinstone Circle, Bombay, on WEDNESDAY, the 9th day of August next, at 3 o'clock in the afternoon, for the following objects:—

1. To receive the Directors' Report and Statement of Accounts up to 30th ultimo.
2. To declare a Dividend and to determine the amount to be carried to Reserve Fund.
3. To approve the election of Captain G. F. Henry as a Director of the Bank.
4. To elect Directors for the ensuing year, in room of Dinshaw Manockjee Petit, Esq., and E. D. Sassoon, Esq., who retire by rotation, but are eligible for re-election.
5. To elect Auditors for the ensuing year, and to fix their remuneration.
6. To sanction the establishment of a Branch of the Bank at Dhollera.
7. To approve the adoption of an Officers' Mutual Guarantee Fund for securing the fidelity of the Officers of the Bank, and to sanction a contribution by the Bank for the furtherance of the scheme of Rs. 5,000 annually for 5 years out of the profits of the Bank at the discretion of the Directors.

The following Resolution will then be proposed as a Special Resolution according to the 51st Section of the Indian Companies' Act 1866:—

That the following Clause be substituted for the present 81st Clause of the Articles of Association of the Company, viz., "The Secretary and Treasurer and every other such Officer of the Company as the Board may from time to time require so to do shall give security to the Company in such form and in such an amount as the Board may determine for securing the fidelity of such Officer and the proper discharge of his duties."

By order of the Board of Directors,
W. FRASER,
Officiating Secretary and Treasurer.

Bombay, 19th July 1871.

**BANK OF BOMBAY (In Liquidation.)**—NOTICE is hereby given, that an EXTRAORDINARY GENERAL MEETING of the PROPRIETORS of the BANK OF BOMBAY (In Liquidation) will be HELD at the Offices of the New Bank of Bombay, Limited, in Elphinstone Circle, Bombay, on MONDAY, the Second Day of October, One Thousand Eight Hundred and Seventy-one, at three o'clock in the afternoon, for the following purposes:—

First.—To consider and determine as to the propriety of forthwith completing the Liquidation of the Bank and distributing the surplus Assets thereof, and dissolving the Bank according to the provisions of Section XCV (sub-sections 10 and 11) of Act XIX of 1857 of the Legislative Council of India.

Second.—To consider and determine on the course to be adopted in order to provide for the debts and liabilities of the Bank now still outstanding, the nominal amount of which is Rs 2,06,540-10-9, according to the particulars stated below, out of which sum of Rs. 2,06,540-10-9 it is however estimated that no more than Rs. 51,635 will be established as payable.

Third.—To consider and decide as to the adoption of a scheme whereby, in order to facilitate the dissolution of the Bank and to provide for the said outstanding debts and liabilities, it is proposed that the sum of Rs. 61,635 shall be placed in the hands of two or more Trustees to be nominated or approved of by the Proprietors at the Meeting (Rs. 51,635 thereof being contributed by the Bank, and Rs. 10,000, the remainder thereof, being contributed by Mr. William Rodgie, the Liquidator of the Bank) upon Trust; that the said Trustees shall out of the said sum of Rs. 61,635 pay all claims in respect of the said outstanding debts and liabilities of the Bank which shall be satisfactorily established before the Thirteenth of January, One Thousand Eight Hundred and Seventy-four; and that the said Trustees shall after the said day stand possessed of the balance of the said sum of Rs. 61,635 then remaining in their hands (if any) in trust for the said Mr. William Rodgie, subject to any claim in respect of the said debts and liabilities which shall have been made before that time; and that the said Mr. William Rodgie shall enter into Covenants with the Bank and the Trustees for the payment by him of all claims in respect of the said outstanding debts and liabilities of the Bank which the sum of Rs. 61,635 proposed to be placed in the hands of the Trustees shall not be sufficient to pay, and also for the indemnification by him of the Bank and the Proprietors and the Trustees from all responsibility in respect of the said outstanding debts and liabilities of the Bank. Copies of the Deed by which it is proposed to carry the above scheme into execution in case the same shall be approved by the Proprietors may be seen at the Office of Messieurs Rimington, Hore, and Langley, Solicitors to the Bank, at Apollo Street, Bombay.

Schedule of Outstanding Debts and Liabilities, on 23rd June 1871.

| | | |
|---|---|---|
| Current Deposit Account | Rs. | 84,944 9 10 |
| Bank Notes | „ | 85,140 0 0 |
| Unclaimed Dividends | „ | 2,505 0 0 |
| Fixed Deposits | „ | 5,012 4 6 |
| Bank Post Bills | „ | 5,961 7 10 |
| Interest on New Capital | „ | 4,977 4 7 |
| | Rs. | 2,06,540 10 9 |

WILLIAM RODGIE, Liquidator.

Bombay, 28th July 1871.

**MESSRS. HEPTOOLA ALLEEBHOY** AND COMPANY.

22, Apollo Street, opposite the Secretariate,

Beg respectfully to invite the attention of Merchants, Captains of Vessels, Contractors, and the public in general, to their large Stock, consisting of SHIP CHANDLERY of all sorts, including Anti-fouling Composition, for the bottoms of steam vessels, and every description of engineering plant for the repairs of steamers, &c., &c. All articles supplied will be of the best quality and at moderate rates, and orders will meet with prompt execution and be carried out in a manner which they trust will meet with approbation and a continuance of favours. A few articles on hand enumerated below, which may meet with attention:—

Best Europe Canvas, Nos. 1 to 4, at 6 annas 6 pies per yard.
Peacock's and McInnes's Anti-fouling Composition
McDougall's Disinfecting Powder.
Taps and Dies (Whitworth's), complete in cases.
Low Moor Iron Bars, Plates and Rivets.
Best Trieste Flour in barrels, at Rs. 24 a barrel.
Copper and Brass Pipes of sizes.

| | |
|---|---|
| Roman Cement in Casks. | Fire Engines complete. |
| Corrugated Iron. | Patent Water Closets. |
| Jim Crows. | Traversing Screw Jack; |
| Smiths' English Bellows. | Corrugated Iron. |
| Canvas. | Belting of sizes. |
| Rollers, Skins | Clear Cloth. |
| Bundling Twine. | Paper for Mill use. |
| Portland Cement. | Iron Tanks of sizes. |
| Paint Oil, of various sorts | Fire Bricks. |
| Wire Netting. | Perforated Zinc Sheets. |

N.B.—The Trade supplied at moderate rates.

BREAKFAST.

### EPPS'S COCOA.
GRATEFUL and COMFORTING.

The "Civil Service Gazette" remarks:—"By a thorough knowledge of the natural laws which govern the operations of digestion and nutrition, and by a careful application of the fine properties of well-selected Cocoa, Mr. Epps has provided our breakfast tables with a delicately flavoured beverage which may save us many heavy doctors' bills.

Made simply with boiling water or milk. Sold only in tin-lined packets, or in tins, labelled—

JAMES EPPS & Co.,
HOMŒOPATHIC CHEMISTS, LONDON.

*,* J. E. & Co. also prepare the above with condensed milk, in soldered tins for export, labelled "Epps's Milky Cocoa."

## NOTICES.

### NOTICE OF REMOVAL.

MESSRS. BADHAM and CO.

Beg to inform their Constituents that they have REMOVED their BUSINESS to

22, RAMPART ROW, BOMBAY,

NEXT DOOR TO THE POST OFFICE.

MESSRS. BADHAM and CO.,

by appointment

TO HIS EXCELLENCY THE VICEROY AND THE GOVERNOR GENERAL OF INDIA,

Will continue to SELL at the following LOW RATES to insure a speedy Sale.

| | | Rs. | a. |
|---|---|---|---|
| HOSIERY | Fine Brown Cotton Half Hose, per doz | 10 | 0 |
| | Fine Mixed Colours | 11 | 0 |
| | Fine Fancy Stripes | 14 | 0 |
| | Fine Super Colours | 16 | 0 |
| HOSIERY | Fine Merino Half Hose, per doz | 16 | 0 |
| | Fine Super Merino | 16 | 0 |
| | Knickerbockers, Ribbed, per pair | 4 | 0 |
| HOSIERY | Fine Merino Under-vests, ½ dozen for | 20 | 0 |
| | Fine Super India Gauze | 26 | |
| SHIRTS | Badham's India Cloth, six for | 36 | 0 |
| | Badham's Silk and Wool, six for | 50 | 0 |
| | Badham's Pure All Wool, six for | 48 | 0 |
| | Badham's French Cambric, six for | 27 | 8 |
| | Badham's White Zephyr Shirts, six for | 30 | 0 |
| COLLARS | Shakespeare, per doz | 6 | 8 |
| | Dux, per doz | 6 | 8 |
| | West End, per doz | 6 | 8 |
| | Pall Mall, per doz. | 6 | 8 |
| SLEEPING SUITS | Badham's Oxford Cloth | 11 | 0 |
| | Badham's Pure All Wool | 18 | 0 |
| | Badham's Silk and Wool | 18 | 0 |
| | Badham's Spun Silk | 22 | 0 |
| OVERLAND SUITS | Badham's Blue Serge Suits | 30 | 0 |
| | Badham's Overland Suit | 20 | 0 |
| | Badham's Travelling Suit | 20 | 0 |
| HATS | Lincoln and Bennett's Black Velvet Hats. | 14 | 0 |
| | Lincoln and Bennett's Drab Shell | 10 | 0 |
| | Ellwood's Drab Shell | 5 | 0 |
| | Black Felt Isis | 6 | 8 |
| | Black Felt Worthing | 6 | 8 |
| | Black Felt Derby | 6 | 8 |
| | Black Felt Cantab | 6 | 8 |
| | Drab Felt Cantab | 6 | 8 |
| HELMETS | Regulation White Helmets, with brass Chin Straps | 18 | 0 |
| | White Helmets, for Civilians | 16 | 8 |
| | White Hunting Hats, Badham's | 14 | 0 |
| BRACES | Best Indiarubber | 2 | 0 |
| | Best Clarence | 2 | 0 |
| | Best Cantab | 2 | 0 |
| SCARFS | Duke of Edinburgh | 2 | 12 |
| | The Campbell Bow | 1 | 4 |
| | The Windsor's | 2 | 8 |
| | The Romal "Satin" | 2 | 12 |
| TIES | Black Eglinton | 1 | 8 |
| | Black Tom Thumb | 1 | 4 |
| | Coloured Eglinton | 1 | 8 |
| | Coloured Tom Thumb | 1 | 4 |
| | White Dress Ties | 0 | 8 |
| HANDKERCHIEFS | Fine White Cambric, Hemmed, per doz | 5 | 0 |
| | Fine White Cambric, Hemmed, Colored Borders | 5 | 0 |
| | Fine Irish Cambric | 10 | 0 |
| HOUSEHOLD LINEN | Damask Linen Table Cloths, Damask Napkins, Sheeting (Double and Single.) | | |
| JEWELLERY | Gold Links, Solitaires, Shirt Studs, Pins, &c. | | |
| TRUNKS, &c. | Overland Trunks, Portmanteaus, Courier Bags, Rugs, Straps, Bags, &c. | | |

BADHAM and CO.

FRESH ARRIVAL OF

### FASHIONABLE MILLINERY.

UXBRIDGE HOUSE, BYCULLA, and EAST STREET, POONA.

MRS. LAKE has just received "Overland," per P. and O. Co.'s s.s. INDUS, A CHOICE SELECTION of MILLINERY, &c., For the POONA SEASON, consisting of—

Bonnets, Hats, Flowers, Feathers, Hair Chignons in every shade, Frizettes, Pads, &c.

Silks, Satins, Reps, Prints, Cambrics, Velveteen, Black Velvet, &c.

Ball Dresses in great variety, Camisoles, Lace sets, Mantles, Velveteen Jacquettes, Ball Room Fans, Lace Tunics, and Flounces and Corsets of best manufacture.

LADIES' BEST KID GLOVES.

EVERY REQUISITE FOR WEDDINGS CONSTANTLY ON HAND.

CHILDREN'S AND INFANTS' CLOTHING, &c., &c.

THE GOODS WILL BE OPENED THIS WEEK AT POONA.

Wedding and Mourning Orders carefully attended to.

LADIES' OWN MATERIALS MADE UP.

*Orders from Outstations must be accompanied by a Remittance for Payment in Bombay.*

"UXBRIDGE HOUSE," BYCULLA, and EAST STREET, POONA.

Bombay, 12th July 1871.

## WINES, SPIRITS, BEER, &c.

**FOR SALE at the Godowns of the under**signed, J. COCKBURN & CAMPBELL'S (Edinburgh), Fine Pale SHERRY, at Rs. 25 per dozen.

EWART, LATHAM & Co.

Bombay, 15th November 1870.

### KINLOCH'S VIRGIN SHERRY

Has not yet been matched as a pure, delicate, and cheap Dinner Wine.

Rs. 21; Discount 5 per cent. on 6 dozens.

### KINLOCH'S AMONTILLADO

Has an indescribable softness and body, and is a Standard Wine among Connoisseurs.

Rs. 32; Discount 5 per cent. on 3 dozens.

AGENTS:
D. S. KEMP & Co.

## WINES, SPIRITS, BEER, &c.

### PAYNE and CO.,
WINE MERCHANTS & REGIMENTAL AGENTS,
ELPHINSTONE CIRCLE,
BOMBAY.

ESTABLISHED IN CALCUTTA UPWARDS OF HALF A CENTURY.

N.B.—In all instances we guarantee the quality and purity of our Wines and Spirits, and agree to take back, or exchange, any that may not be approved.

CHAMPAGNES (Dry), Rs. *32, 39, 44, and 50 per dozen single Magnums and double Magnums and Half Pints.
SPARKLING MOSELLES, Rs. *32, 34, and *39 per dozen.
SPARKLING HOCKS, Rs. 32 and 40 per dozen.
SPARKLING BURGUNDY, Red and White, Rs. 36 per dozen.
STILL HOCKS, Rs. *15, 18, 20, 21, 22, 26, 34 and 36 per dozen.
STILL MOSELLES, Rs. 20, 23, and 27 per dozen.
STEIN WEIN, in original flagons, Rs. 24 per dozen.
CLARETS, light Breakfast Wines, Rs. 10 and 13 per dozen.
CLARETS, Dinner Wines, Rs. 15, 18, and 20 per dozen.
CLARETS, after Dinner, full-bodied, Rs. 20, 26, and 28 per doz.
SHERRIES, Rs. 18, 22, 24, 27, 29, and 30 per dozen.
AMONTILLADO, Rs. 30 per dozen.
MANZANILLA (very dry), Rs. 32 per dozen.
VINO PUERO (delicate and choice), Rs. 32.
PORTS, Rs. 16, 21, and 27.
CHABLIS, Rs. 16 per dozen.
SAUTERNES, Rs. 18 and 24 per dozen.
BUCELLAS, Rs. 18 and 22 per dozen.
TENT WINE, Rs. 32 (for Communion).
BRANDIES, Rs. 24, 29, and 36 per dozen.
SUNDRY SPIRITS—OLD TOM, UNSWEETENED GIN, HOLLANDS, WHISKEY (SCOTCH and IRISH), JAMAICA RUM, &c.
LIQUEURS—CURACOA, MARASCHINO, NOYEAU, Cherry Brandy, Ginger Wine, Orange and Angostura Bitters, &c.
BEER—Stone's Bottling, Quarts and Pints.
Do. Our Extra Gravity, Quarts, Pints, and Imperial Pints.
Do. In Hhds., containing 54 Gallons.

Those brands with an * (asterisk) shortly expected.

HOGSHEADS.

BASS'S BEER.

FIRST SHIPMENT OF THE NEW SEASON'S BEER,

Just landed, in prime condition. The present batch is quite equal to former shipments.

CREDIT RATES AND DETAILED PRICE LIST ON APPLICATION.

PAYNE and COMPANY,
CALCUTTA, BOMBAY, and POONA.

### GILL and COMPANY,
WINE MERCHANTS.

ESTABLISHED IN LONDON IN 1795.

LONDON ......37, Crutched Friars, Mark Lane,
BOMBAY ......Rampart Row.
CALCUTTA ...Government Place.

**GILL & Co. beg to request the attention of** the Public to the undermentioned LIST of their WINES and SPIRITS, which, for quality, cannot be surpassed, and on trial will be found to merit the high opinion formed of them in the Bengal Presidency.

Traders will be dealt with on their usual wholesale terms. Quotations in Rupees per dozen, good delivery (being London prices with charges added).

CHAMPAGNES—Rs. 39, 43, 49. Half pints 13.
SPARKLING MOSELLE and HOCK—Rs. 35.
SHERRIES—Rs. 19, 24, 29, 31, 32.
PORTS—Rs. 23, 31.
STILL MOSELLES—Rs. 20, 27.
STEIN WEIN—Rs. 23.
STILL HOCKS—Rs. 16, 21, 22, 31, 33, 37.
CLARETS—Rs. 9, 11, 13, 16, 19, 22, 25, 42.
RED BURGUNDY—Rs. 16, 19.
CHABLIS—Rs. 19. SAUTERNES—Rs. 17, 25.
BRANDIES—Rs 24, 32.
OLD TOM GIN, Rs. 15. HOLLANDS, Rs. 18. Superior OLD JAMAICA RUM, Rs. 20. SCOTCH WHISKEY, Rs. 17. DUTCH LIQUEURS.

The above are Cash quotations.

The Wines are packed in cases of 1 dozen quarts and 2 dozen pints; sample bottles may, however, be had.

We regret we have been obliged, by the effects of the late Continental War, to advance the price of our Champagnes. The quotations will be as above from this date.

### CUTLER PALMER, & Co.,
WINE MERCHANTS TO THE QUEEN AND PRINCE OF WALES,
THE PRINCIPAL LONDON CLUBS, &c., &c.

London Houses:
MARK LANE, CITY, AND COCKSPUR STREET, STRAND.

ESTABLISHED IN EUROPE IN 1815, AND IN BOMBAY IN 1842.

*REPRESENTATIVES AND AGENTS IN EVERY PART OF THE WORLD IN CONNECTION WITH THEIR LONDON AND BORDEAUX HOUSES.*

**C. P. & Co. have the pleasure of submitting** a Revised Abstract of their well known BRANDS of WINES, SPIRITS, &c.

| | |
|---|---|
| DRY CHAMPAGNES— | Rs. 40*+, Rs. 36*, Rs. 30*. |
| Ditto MAGNUMS— | Rs. 80. |
| SPARKLING HOCK AND MOSELLE— | Rs. 36*, Rs. 40*. |
| SHERRIES— | Rs. 16, Rs. 19, Rs. 22, Rs. 23, Rs. 24, Rs. 28, Rs. 33. Rs. 38. |
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| BREAKFAST CLARETS— | Rs. 10-8, Rs. 13-8. |
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| | | | |
|---|---|---|---|
| CHAMBERTIN— | Rs. 32*. | MACON— | Rs. 21. |
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| WHISKEY— | Rs. 21-8, Rs. 23-8. | RUM— | Rs. 22-8. |
| OLD TOM— | Rs. 21-8. | GENEVA— | Rs. 19 |
| LIQUEURS— | Rs. 30*, Rs. 40*. | BITTERS— | Rs. 20. |
| MARSALA— | Rs. 16. | MADEIRA— | Rs. 36. |

The above described comprise all the most approved styles of Wines and Spirits for tropical consumption—from dry to very dry, nutty and full pale to light gold,—every taste being provided for. Wines marked (*) are also kept in stock *in pints*. Those marked (+) shortly to arrive.

BASS'S BEER, bottled by themselves.
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Three months' Credit allowed on satisfactory references being afforded: liberal Discount for Cash. Unexceptionally liberal terms to Merchants and Traders buying largely. Wines, &c., shipped to Merchant's Brand if desired.

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GENERAL MERCHANT and COMMISSION AGENT, BOMBAY.

CLARET,

By Th. BICHE LATOUR, of Bordeaux.

| | | | Rs. | a. |
|---|---|---|---|---|
| MEDOC VIEUX, Breakfast Wine | per doz. | qts. | 10 | 0 |
| Do do | do | pts. | 6 | 0 |
| PAUILLAC, superior quality | do | qts. | 12 | 0 |
| Do do | do | pts. | 6 | 8 |
| MARGAUX, a very good Dinner Wine | do | qts. | 16 | 0 |
| CHATEAU LEOVILLE | do | qts. | 16 | 0 |
| St. JULIEN | do | qts. | 18 | 0 |

Sole Importer in Bombay, J. NEUBERG.

BURGUNDIES,

By J. POIDEVIN PERE, of Beaune.

| | | | Rs. |
|---|---|---|---|
| MONTRACHET, 1862 | per doz. | qts. | 48 |
| CHEVALIER MONTRACHET, 1864 | „ | | 42 |
| CARTON | „ | | 36 |
| POMMARD | „ | | 28 |
| SAVIGNY | „ | | 25 |
| BEAUNE | „ | | 18 |
| Do | | pts. | 10 |

Sole Importer in Bombay, J. NEUBERG.

GERMAN WINES,

By H. & G. HIRSCH, of Mayence on the Rhine.

STILL HOCK.

| | | | Rs. |
|---|---|---|---|
| HOCHHEIMER | per doz. | qts. | 26 |
| Do | | | 48 |
| MARCOBRUNNER | „ | | 41 |
| NEROBERGER | „ | | 38 |
| LIEBFRAUMILCH | „ | | 35 |
| RAUENTHALER | „ | | 34 |
| RUDESHEIMER | „ | | 28 |
| OPPENHEIMER | „ | | 21 |

Sole Agent in Bombay, J. NEUBERG.

SPARKLING MOSELLE.

| | | | |
|---|---|---|---|
| NONPAREIL | per doz | qts. | Rs. 23 |
| Do | „ | pts. | „ 15 |

J. NEUBERG

### BASS' BEER,
BOTTLED BY
CUTLER, PALMER, & Co.

Quarts, Rs. 5-12; Pints, Rs. 3-12.

## NOTICES.

### TO POONA RESIDENTS.

Our PIANOFORTE TUNER will be in Poona on MONDAY next, the 14th, and TUESDAY, the 15th instant. Orders for his services should be sent early to the Office of the "Deccan Herald," as his stay will be limited to two days only.

SOUNDY and CO.

8th August 1871.

### POONA SEASON.

**PIANOFORTES for HIRE, for the POONA** SEASON, on reasonable terms. Terms may be ascertained on application.

SOUNDY and CO.,
MUSIC SALOONS, BOMBAY.

### ELECTRO-SILVER PLATED WARE.
NEWEST DESIGNS.

**SOUNDY & Co. have just received a large** selection of ELECTRO PLATED WARE of the newest designs and patterns, which they now offer to the public at the following prices, with the further inducement of TWENTY PER CENT. DISCOUNT on all Orders accompanied with CASH. Catalogues with detailed descriptions sent Post free.

| | Rs. | Rs. |
|---|---|---|
| BISCUIT BOXES | 35 to | 40 |
| ICE PAILS | 30 | |
| ICE TONGS | 5 | 8 |
| ICE PITCHERS | 22 | 25 |
| BUTTER POTS | 10 | 35 |
| BUTTER KNIVES, Mother-o'-Pearl Handles | 2 | 4 |
| SALT CELLARS, per pair | 8 | 15 |
| SALT CELLARS, in cases, sets of 4 and 6 | 25 | 35 |
| MUSTARD POTS | 6 | 8 |
| MUFFINEERS, per set | 8 | 15 |
| MUFFINEERS, for Presentation, in case | 35 | |
| MUFFINEERS, singly | 4 | 6 |
| TOAST RACKS | 8 | 25 |
| BREAKFAST and DINNER FRAMES | 10 | 20 |
| CRUET STANDS | 20 | 80 |
| BREAKFAST or SIDE DISHES, set of four | 250 | 350 |
| CUTLET or BEEFSTEAK DISHES | 45 | |
| FISH CARVERS, per pair | 20 | 45 |
| DESSERT KNIVES and FORKS, in cases, per doz | 40 | 75 |
| TANKARDS | 15 | 45 |
| DRINKING CUPS | 25 | 65 |
| PINT MUGS | 10 | 12 |
| EGG CUPS and TOAST RACKS, combined | 20 | 35 |
| EGG STEAM BOILER | 8 | 20 |

SOUNDY and CO.,
2 & 3, HUMMUM STREET, BOMBAY.

### AMATEUR NIGGER MINSTREL BANDS.

SOUNDY and CO., BOMBAY,

**HAVE on hand a large Stock of INSTRU**MENTS for Amateurs, Christy Minstrel, and other Bands.

| | Rs. | Rs. |
|---|---|---|
| VIOLINS, of the best models, with 2 Bows, in case, complete, from | 28 to | 60 |
| BANJOS, full size, Kentucky shape, with Pegs, 7 Strings, best make | 15 | 20 |
| BANJOS, superior finished, 7 Strings, Machine Head, fitted in a case, complete | 35 | 40 |
| PICCOLO BANJOS, newly introduced into Minstrel Bands, a very effective Instrument, and well adapted for Solos | 10 | 15 |

All the Banjos have Brass Rings and Brass Screw Adjustment to tighten the skin, and are all made expressly to order.

| | | |
|---|---|---|
| ANGLO-GERMAN CONCERTINAS, with 20 Keys, in wood lock and key box | 15 | 0 |
| BARITONE CELESTIAL CONCERTINAS, with 20 Keys, Double Notes, in wood box with lock and key | 15 | 20 |
| GUITARS, of superior tone, with Machine Head, in cloth lined case, very strongly made | 30 | 75 |
| TAMBOURINES, of best make, Brass Screw Fittings | 7 | 10 |
| NIGGER TAMBOURINES, exceedingly strong, same as used by professionals, 9, 10, 11, and 12 inch | 3 | 5 |
| BONES, real Ribs of Beef Bones, prepared and dried, per Set | 2-8 | |
| CLAPPERS, of the hardest Ebony, per Set | 2 | |
| CASTANETTS, per Set | 2 | |
| TRIANGLES, with Beater | 4-8 | |
| TAMBOURS or QUADRILLE DRUMS, now very much used in Minstrel Bands, Brass Shell, with Screw Adjustment and Pair of Sticks | 8 | |

FIFES, PICCOLOS, and FLUTES, in every Key.

PIANOFORTES, HARMONIUMS, MILITARY BAND INSTRUMENTS, from the best Manufacturers.

Illustrated and detailed Priced Lists sent free, by post, on application.

SOUNDY & CO.,
HUMMUM STREET, BOMBAY.

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LIVERY STABLES,

Calbadevee Road, next door Jamsetjee, Noorbhai and Co., and the Branch Post Office.

P. E. S. lets out on hire good Palanquin Shigrams, Phaetons, Carriages, Buggies, and Broughams, with either one horse or a pair. Charges moderate.

### BYCULLA (late Bombay) HOTEL,
(BY JEEVUNJEE and Co.,)

JUNCTION of BELLASIS and CLARE ROAD, BYCULLA.

**BYCULLA HOTEL, which is within a few** minutes' walk of the Byculla and Grant Road Railway Stations, is acknowledged to be the best in Bombay. Having been built expressly for such an Establishment, the building possesses advantages over Bungalow Hotels, special care having been taken in the arrangements of the Rooms, which are large and lofty, to [illegible] the best ventilation, and thus to keep the whole Hotel [illegible] The furnishings and fittings have been selected with a special view to affording the greatest comfort to Residents and Visitors, and ample accommodation has been provided for Families. The Table is supplied in a manner unsurpassed in Bombay, and care is taken that the Wines and other Liquors are of the first quality.

Adjoining the large Dining Saloon are a Library and two fine Billiard Tables.

Hot and Cold Baths always ready.

JEEVUNJEE & Co.

NOW READY,

### THE INDIAN TRAVELLERS' GUIDE FOR AUGUST.

PRICE—EIGHT ANNAS.

CONTAINING, besides the other usual information, the latest alterations on the several lines of railway and in the running of the Local Trains between Bombay and Bandora.

The Guide, having a large circulation amongst travellers, by rail and otherwise, is a most effective medium for advertisements.

Contents.

Map of India.
Index to Railway Stations.
Index to Places by Steamer and Dak.
Introduction.
Railway Time Tables:—
Great Indian Peninsula Railway
Local Trains between Bombay, Mahim, and Bandora, by G. I. P. and B. B. and C. I. Railways.
Rates for parcels, horses, carriages, &c., by G. I. P. Railway.
Bombay, Baroda, and Central India Railway.
Jubbulpore Extension Railway.
East Indian Railway
Punjaub and Delhi Railways.
Scinde Railway.
Through Traffic from Kurrachee to Mooltan, Lahore, and Umritsur.
Eastern Bengal Railway.
Calcutta and South Eastern Railway.
Great Southern of India Railway.
Madras Railway.
Steam Navigation Companies:—
P. & O. Co.
Bombay and Bengal S. S. Co.
Messageries Maritimes.
Austrian Lloyds.
Rubattino Steam Navigation Company.
Euphrates and Tigris Steam Navigation Company.
British India Steam Navigation Company.
Bombay Steam Ferries.
China Steamers.
Indus Steam Flotilla.
Punjaub Steam Flotilla.
Irrawady Flotilla.
India General Steam Navigation Company.
Routes by Steamers.
Routes in the Bombay Presidency.
Bombay to Central Provinces and Calcutta.
List of Travellers' Bungalows along the Trunk Roads of Western India.
Routes in the Central Provinces.
N. W. Provinces and the Punjaub.
Route to Simla.
Route to Landour.
Route to Nynee Tal.
Hill Horse Carriage Dak.
Rohilcund Horse Dak Company.
North-West Dak Company.
Punjaub and North-Western Dak Company.
North-Western Dak Company.
Agra to Jeypore.
Rawul Pindee and Murree.
Scale of Fares for Shigrams, Buggies, &c., in Bombay.
Scale of Fares for Palanquins.
Scale of Fares for Boats for Bombay Harbour.

May be had at the Bombay Railway Termini, to and the following—

Agents—

Bombay and Poona:—Messrs. Chesson and Woodhall.
Bombay:—Messrs. Thacker, Vining & Co.
Poona:—Messrs. Treacher & Co., and Railway Bookstall
Alexandria:—Messrs. D. Robertson and Co.
London:—Mr. G. Street, 30 Cornhill.

## MILITARY.

ARRIVALS.—August 8.

Pemberton, Captain, Staff Corps, on leave, from Malligaum.

Roberts, Captain, Royal Artillery, on medical certificate, from Kirkee.

Wilson, Lieutenant, Madras 20th Native Infantry, on leave, from Secunderabad.

DEPARTURES.—August 8.

Browne, Assistant Surgeon, 59th Foot, on sick leave, to England.

Randell, Captain, Madras Staff Corps, on sick leave, to England.

Simpson, Lieutenant, 21st Regiment N. I., on leave, to Poona.

Mockler, Captain, 5th Regiment N. I., to join, to Aden.

## SHIPPING.

ARRIVAL.

| Aug. | Vessel. | Commander. | From |
|---|---|---|---|
| 8 | Kurrachee (s) | Cottier | Kurrachee, Aug. 5. |

DEPARTURES.

| Aug. | Vessel. | Commander. | Destination. |
|---|---|---|---|
| 8 | Lady Octavia | Welsh | Calcutta. |
|  | Cameo | Graham | Moulmein. |
|  | Baroda (s) | Hall | Aden and Suez. |

The following vessels began to load yesterday:—
Steamer Ceylon, to Aden and Suez.
Steamer Kurrachee, to Kurrachee.

## DAILY IMPORTS.—8th August.

From London.

White Adder, 18 packages hardware, T Adamjee.

## DAILY EXPORTS.—8th August.

For Hongkong.

Hindoostan (s), 453 bales cotton, W. Nicol & Co; 201 bales cotton, N Kessowjee & Co; 408 bales cotton, J Peerbhoy.

## VESSELS IN BOMBAY HARBOUR.

For London.

970 Whittington, Purdy—Captain.

For Havre.

799 City of Tanjore, Leslie—W. Nicol & Co.

For Liverpool.

623 Clara, Nelson—Finlay, Muir & Co.
1001 Defiance, Angel—Edward Bates & Co.
1244 Mary Stenhouse, Hedgcock—Edward Bates & Co.
1165 Millwall, Blake—W. Nicol & Co.

For London via Cochin.

814 Montrose, Urie—Finlay, Muir & Co.

For Persian Gulf.

384 Kusrovie, Machon—M. Esmall.
363 Prince of Wales, Nacoda—C. Nensee.

For New York.

1091 Nonpareil, Johnson—Gas Co.

For Calcutta.

1116 Lord Clyde, Ellis—R. Framjee.
915 White Adder, Harris—Sir Charles Forbes & Co.

For M. Coast and Calcutta.

819 Futta Shaw Allum, Nacoda.

For Penang and Singapore.

636 Kate Swanton, Nacoda—Shaik B. Allum.
705 Phottee Allum, Rowe—H. A. Noormomed.

### NOT FIXED.

943 Ann Millicent, Pack—Edward Bates & Co.
1228 Berkley Castle, McMillan—W. Nicol & Co.
1258 Callirhoe, Irwin—Edward Bates & Co.
1391 Canute, Quin—Ritchie, Steuart & Co.
739 Chanticleer, Crichton—K. Ruttonsee.
999 City of Vienna, McDonald—W. Nicol & Co.
1292 Connemara, Hughes—M. Nusserwanjee.
585 Duiveland, Graves, Farnham & Co.
1787 Enoch Train, Lane—Rennie, Scovell & Co.
1205 Haddington, Sargent—W. Nicol & Co.
1299 Lalla Rookh, Willis—Wallace & Co.
1285 Morning Star, Evans—W. Nicol & Co.
820 Sydney Eggers, Davison—Edward Bates & Co.
589 Winslow, Parto—Captain.

### STEAMERS.

Overland Route.

1365 Ceylon (s), Evans—P. & O. Co.
2092 Khedive (s), Steward—P. & O. Co.

For China &c.

1746 Hindoostan (s), Roskell—P. and O. Company.

For P. Gulf.

706 Koina (s), Profumo—E. Khulifan.
394 Snipe (s), Brown—H. Z. Abadin.

For M. Coast and Calcutta.

841 Sattara (s), Ballantine—W. Nicol & Co.

For Kurrachee.

346 Kurrachee (s), Cottier—W. Nicol Co.

Not Fixed.

1482 Columbian (s), Stowart—P. & O. Co.
350 Martaban (s), Sanders—W. Nicol & Co.

### COUNTRY TRADERS.

282 Bhownuggur, Nacoda.
563 Faiz Allum, Kneen.
310 Futtey Sooltan, Nacoda—H. J. N. Momed Cader.
Prince of Wales, Nacoda—N. Sewjee.

### NOT FIXED.

534 Bushire Merchant, Nacoda.
711 Hamody, Nacoda—S. M. A. Lutif.
125 Kerata Roodreen, Nacoda—D. Bhicajee
110 Mahi, Nacoda—D. Bhicajee.
776 Meyman, Nacoda—H. C. Oomer.

### ROYAL NAVY AND BOMBAY MARINE.

1874 Abyssinia, Palmer—(Harbour Defence.)
300 Clyde.
472 Dagmar, Ensor—Steam Tug.
1060 Dalhousie, Hewett.
4173 H. M. Jumna, Richard—R N.
661 Earl Canning.
694 Lord Elphinstone (s).
464 Lynx, Keates.
2187 Magdala, Palmer—(Harbour Defence.)
308 May Frere—Yacht, Warner.
523 Quangting.
577 Sir John Lawrence.
408 H. M. Sind.
Teazer, Blomfield—R.N.

## LIST OF VESSELS SAILED FOR BOMBAY.

FROM LIVERPOOL.

|  |  |
|---|---|
| 1125 Wolfville | Feb. 2 |
| 1122 Pericles, Colhill | Mar. 31 |
| 473 Sooloo, Howie | Apl. 20 |
| 1263 Montana, Parsons | Apl. 21 |
| 491 Annie Fletcher, Alleyne | May 5 |
| 787 Moss Rose, Smith | May 11 |
| 873 Sea Queen | May 15 |
| 894 Glen Gairn, Garrock | May 25 |
| 1693 Adelaide, Arcus—Owen & Okell | June 2 |
| 1234 Algonquin, Jordon | June 7 |
| 1245 Asteriana, Campbell—W. Nicol & Co. | June 15 |
| 1236 Annie Frost, Smith | June 21 |
| 1058 Ellen Bates—Edward Bates & Co. | June 21 |
| 1057 Gladstone, Woollacott | June 22 |
| 1262 Victoria Cross, Cowley | June 23 |
| 1339 Prince Regent, Olagno |  |
| 1328 Prince Eugene, Smith |  |
| 1401 Cordillera, Barry |  |
| 1013 Tirrell, Morgan |  |
| 1270 Sir Walter Scott, Shaw |  |
| 1215 Eastern Light, McFee |  |
| 1339 Tabor, Otis |  |

FROM LONDON.

|  |  |
|---|---|
| 1066 Medea, Bennett | May 18 |
| 495 Valkyrien, Edom | May 18 |
| 816 Copenhagen, Cowie—Stenhouse & Co. | June 3 |
| 400 M. M. Peter | June 15 |
| 1096 Roodee, Davies | June 16 |
| 1184 Albert Victor, Clark | June 23 |
| 815 Flora, Shearer |  |
| 1199 Dallam Tower |  |
| 744 Inverness |  |
| 1262 British Monarch |  |
| 781 Saladin, Ranken |  |
| 1048 Jumna, Laing |  |
| 721 Pembrokeshire, Wilknow—Thomas Steuart & Co. |  |
| 820 Baldovan, Tosh |  |

FROM BORDEAUX.

|  |  |
|---|---|
| 314 Marie Gabrielle, Elen | June 12 |

FROM CALCUTTA.

|  |  |
|---|---|
| 1163 Kalodyne | June 20 |
| 1066 Egeria |  |
| 1152 East |  |
| 848 Medasa |  |

FROM CLYDE.

|  |  |
|---|---|
| 1324 Sumatra, Dyce | Mar. 22 |
| 1000 City of Vienna, McDonald | May 8 |
| 1034 City of Foochow, Tait | June 3 |
| 699 City of Manchester, Naughton | June 24 |
| Alice Wilson, Morris |  |
| 333 Alaska |  |

FROM NEWCASTLE.

|  |  |
|---|---|
| 1049 Knighton | May 11 |
| 1103 Eastern Belle | May 11 |
| 757 Berlin | May 26 |
| 1408 Birmingham | June 13 |
| 437 Poseidon | June 15 |
| 939 Sattara | June 25 |
| 1210 Arabia | June 28 |
| 1089 Cavalier | June 30 |
| 899 Salfarra |  |
| 660 Sved |  |
| England's Glory, Moon |  |
| 1114 Nagasaki |  |

FROM NEW CASTLE, N. S. W.

|  |  |
|---|---|
| 764 Glenlora, Edwards—Stenhouse & Co. |  |
| 1345 British Sovereign |  |

FROM SHIELDS.

|  |  |
|---|---|
| 1193 Perseverance | Feb. 13 |
| 1104 Attila | Apl. 18 |
| 744 Inverness | Apl. 21 |
| 1066 Glen Cora | May 24 |
| 1060 Glenaros | May 26 |
| British Princess, Stewart |  |

FROM CARDIFF.

|  |  |
|---|---|
| 1129 Chrysolite, Cruikshank | May 26 |
| 722 Sultana, Seals | May 26 |
| 1332 Phineas Pendleton, Pendleton | July 10 |
| 1388 Royal Sovereign, Curphey | July 7 |

FROM BOSTON.

|  |  |
|---|---|
| 741 River Clyde |  |

FROM RANGOON.

|  |  |
|---|---|
| 535 Muscat Merchant | Apl. 11 |
| 354 Migrator | June 17 |
| 539 Annie | Jun. 28 |
| 735 Morgyne |  |
| 588 W. Steuart |  |

FROM TYNE.

|  |  |
|---|---|
| 1181 Lady Rowena | Apl. 18 |

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OVERLAND SUMMARY.

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## DOMESTIC OCCURRENCES.

[The charge for notifying a domestic occurrence is one rupee, and the announcement must be authenticated.]

BOMBAY.

BIRTH.

DUXBURY—August 6th, at The Tower, Middle Colaba, the wife of J. R. Duxbury, Esq., of a son.

## NOTICE

All Cheques, Money Orders, and other Remittances, sent to this office, should be made payable to the "Proprietor of the *Bombay Gazette*."

All Communications respecting Advertisements should be addressed to the "Advertisement Department" *Bombay Gazette* Office, Bombay.

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# The Bombay Gazette.

WEDNESDAY, AUGUST 9, 1871.

Lord Northbrook, in moving the second reading of the Army Bill in the House of Lords, thus stated the Ministerial view, which has since been acted upon, of the power of Her Majesty to abolish purchase without consulting Parliament:—"It would, perhaps, be asked why it "was necessary to come to Parliament for the "abolition of purchase. Now, it was undoubtedly clear, that, after the Act of 1809, purchase "became illegal, except in so far as it was fixed "by the regulations of the Sovereign. These regulations had been altered from time to time—"one alteration was made at no distant date in "the price of commissions in the Guards; and "another by the late Lord Herbert, in the price "of cavalry commissions. In order to the abolition of purchase it was only necessary to cancel the existing regulation, and the next day "all purchase in the army would become illegal. "An Act of Parliament was not necessary to "indemnify officers for regulation prices; "a vote of the House of Commons would have "been quite sufficient for that purpose, such a "vote as was proposed to be taken at the time "that the question of cornets and ensigns was "under consideration. The reason why Government considered it desirable to apply to "Parliament in the present form was this—"that it was advisable, in their opinion, to give "a statutory guarantee to the officers who would "be affected by the operation, and also to protect officers from illegal acts of purchase done "by them up to the present time, though he "did not suppose any one would be found to take "advantage of the alteration of purchase for "that purpose. But the main reason for going "to Parliament was to enable a pecuniary indemnity to be given to the officers for their "over-regulation prices. These payments, however sanctioned by custom, were illegal acts, "and the Government desired to obtain for the "indemnity the sanction of the same authority "which had created the illegality—viz., the authority of the entire legislature." The Queen has done nothing, therefore, to violate the Constitution in using her undoubted prerogative to do away with purchase, and officers may thank Her Majesty for getting better prices for their commission now than they would ever have got from Parliament if the purchase system had been maintained for another year or two. There need be no cause for alarm lest the independent action of the Queen in this matter should unduly increase the power of the Crown. A writer in *Blackwood* says very justly that the Army Bill gives for the first time to the House of Commons all that the Long Parliament contended for, by placing all the forces of the Crown under the control of a Secretary of War who holds office at the pleasure of a majority of the House. The Commander-in-Chief of the regular army is now placed in distinct subordination to Mr. Cardwell, and the Lords Lieutenant of Counties are deprived of the power of making appointments to that old constitutional force, the militia. For good or for evil, the House of Commons has now possessed itself of all authority, military or civil, in the State.

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Although we are always reluctant to bring forward service grievances in these columns, the present condition of the Bombay Marine is so anomalous in itself, and so damaging to the country, that public attention may be not unprofitably directed to it. Our remarks will have reference chiefly to the position and prospects of officers of the Marine serving afloat; those who are fortunate enough to hold appointments on shore have probably, on the whole, not much to complain of. The Bombay Marine was established on the abolition of the Indian Navy on 30th April 1863, in accordance with instructions contained in a despatch of the Secretary of State for India, dated 28th November 1862. Para. 6 of that despatch gives four steam transports as the number of vessels required for the troop service only of Bombay; but up to a recent date it has been found necessary to employ a greater number for political and general duty, two gunboats having been stationed in the Persian Gulf and a despatch vessel at Aden. The laying of the telegraph cables in the Persian Gulf and the Abyssinian war necessitated the temporary employment of several additional ships. At present the service afloat comprises the following vessels:—

Sea Going.

|  |  |  |  |
|---|---|---|---|
| 1 | Dalhousie | Transport | Under repairs. |
| 2 | Kwangtung | Despatch vessel | ditto. |
| 3 | May Frere | Yacht | Bombay Harbour. |
| 4 | Hugh Rose | Gunboat | Persian Gulf. |
| 5 | Comet | River steamer | Bagdad. |

The first named, the Dalhousie, being the only one of sufficient capacity to fit her for general service.

Paras. 7 and 11 of the Secretary of State's despatch refer to the employment of Indian Naval officers in the Marine services of Bombay and Bengal, as well as in other services for which they may be qualified, preference to be given to them in filling up vacancies in all maritime appointments. Para. 11 invites officers to *volunteer for the Bombay Marine as a service*, and para. 7 states that *officers of different classes are required for the Marine*. The despatch then, evidently, contemplated the establishment of a regular service; but in practice no service actually exists, the custom being when a vessel is to be got rid of, or laid up, to pay off and discharge all the officers to the shore *at a day's notice*. No matter to which class they may belong, whether that of commander, officer, or gunner, they all have to go with the crew, European and native,—the engineers, on the strength of their covenant with Government, being the only ones retained in Government employ.

Owing to the Uncovenanted Civil Service rules having been made to apply to the Marine, the Accountant General's Department regard each ship as a separate and distinct institution, quite unconnected with anything like a Marine service. Hence, the arbitrary way of getting rid of people as above described, without regard to character or length of service. As an instance, the Sind, only recently returned from the Red Sea, was suddenly ordered to be paid off. Officers and crew were all discharged, though the commander had done upwards of seven years' good service, and was considerably senior to some of the officers of the Marine still employed. Why should a man of seven years' service and of good character be turned adrift, while others of only one or two years' standing are retained? But this is only one out of many similar cases that might be mentioned. The Government service suffers as well as individuals by such proceedings, because it sometimes happens, when the number of ships employed for the Marine has to be increased on an emergency, that new men must be picked up in a hurry, wherever they can be found, to officer and command their ships. It would be unreasonable to suppose that with such a system matters can work well; out of it has arisen, on more than one occasion insubordination, mutiny, neglect, and very serious loss to Government.

Regarding sick leave, the rules are equally unsatisfactory both for the officers and for the service generally. The rule is that, when a servant of the Uncovenanted Civil Service is absent on sick leave, he receives the half pay of his appointment, while some one else performs the duties of the absentee's office in addition to his own, on an increased salary by 20 per cent. of the absentee's pay. But, when an uncovenanted civil servant holds no appointment at the time he commences to officiate for another on sick leave, then he only gets the half pay of the acting appointment. Now, although it may frequently happen on shore that one individual may be able to perform the double duty, it cannot be so on boardship, as, to ensure safety and efficiency, every vessel must have its full complement of officers; and, to secure the services of really efficient men, it is necessary, especially in this country, to pay them properly. Is it reasonable to suppose that, while one officer is away on a year's or more leave, another man equally experienced and competent will be satisfied to render the same service to Government on half the pay? The entire system applied to the Marine is complicated, unjust, and ridiculous. Here is an example—

The Assistant Dock Master being on sick leave on half pay,

The Acting Assistant Dock master is paid as First Officer of the Dalhousie, plus moiety of Assistant Dockmaster's pay.

The First Officer of the Dalhousie is paid as First Officer of the May Frere (inferior pay).

The Second Officer of the May Frere is doing duty of the First and Second Officers on second officer's pay.

Any Naval Board of Enquiry would condemn at once such a blundering arrangement as unfair to the officers, and, in the long run, injurious to the best interests of the State.

If it is requisite to keep up a Marine service for India at all, that service ought to be conducted with fairness to those in it. Officers serving in the Marine understood from the Secretary of State's despatch of 28th November 1862 that the service was not to be considered permanent, and would not entitle them to pensions. Afterwards they learnt that the pension rules of the Uncovenanted Civil Service had been extended to them, that is, that after fifteen years' service they become entitled to a pension of some sort; but what is the use of this concession when they are liable to be discharged, and in fact are sometimes dismissed at a day's notice, or as soon as a cruize is up? The Bombay Marine is not such a well paid service that an officer can save a fortune by it even during 15 years, and most of those in it find by experience that their pay is only sufficient to cover their expenses, which at all times have to be moderate. Under the present system, at the expiration of fifteen years, none can hope to get the pension, at least none of those serving afloat; and it would be a difficult matter to calculate how many dismissals and appointments are likely to occur in the interval.

Now for the remedy. Matters would be set right by the establishment of a permanent staff of officers (that is, to last so long as the service is required), to consist of so many commanders and officers of each grade, according to the number of vessels fixed on by Government to form the Marine; and if, as was the case on two former occasions, it ever happens that the number of these vessels requires to be augmented, then it would be time to engage supernumerary officers to be temporarily appointed. This formation of a staff would greatly add both to the efficiency and respectability of the service; and a great amount of anxiety, discontent, and hardship on the part of the officers would at once be got rid of, while the Government would certainly be no losers by the change. Moreover, such an arrangement was evidently contemplated by the Secretary of State of India, from the wording of his despatch relating to the creation of the Marine Service. We subjoin a list showing how numerous have been the occasions of abrupt paying off of ships since the service was first constituted; and we would beg the Government to remember that many of the officers thus left without inducement to do efficient work, because they have no regular promotion and nobody feels safe for a day, are those very volunteers from the Indian Navy whom the Secretary of State, in the despatch of Nov. 28, 1862, "most earnestly impressed" upon the Governor General that it was "the duty of Government to take the greatest possible care of."

List of Bombay Marine vessels paid off since the establishment of the service in 1863—

Steamers.

|  |  |
|---|---|
| Pleiade | Sold. |
| Victoria | Condemned. |
| Semiramis |  |
| Berenice | Burnt. |
| Hugh Lindsay | Wrecked (commanded by new and inexperienced hand.) |
| Ferooz | Condemned. |
| Lord Elphinstone | Engaged for Abyssinian Expedition. |
| Earl Canning |  |
| Sir John Lawrence |  |
| Coromandel | Condemned. |
| Clyde |  |
| Zenobia | Sold. |
| Schooner—Fanny. |  |

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We quote in another column a fresh illustration, from the *Pioneer*, of the utter recklessness of what should be called, not the statements of figures, but the figurative statements, of the *Indian Economist*. Mr. Knight seems to be more anxious, as the editor of a journal of exact statistical science, to gain notoriety for his unparalleled powers of personal vituperation, than to put forward arguments that will bear criticism.

A correspondent reminds us that it is too late now to have a special meeting of the Bench on Saturday, the Act requiring that seven clear days' notice shall be given of such a meeting. The probable course of business will be to adjourn the general meeting on Saturday, if the business now before the Bench is not concluded on that day, to a day in the week after next on which a special meeting also can be held. We may also notice here that, in our leading article yesterday, we described the relief given to Bombay by the reduction of the Income Tax as much less in amount than it really is. The eleven lacs we spoke of were the produce of the 1⅛ per cent. Income Tax of 1869-70, not of the 3⅛ per cent. of 1870-71. Assuming the higher rate to have produced about double the yield of 1869-70, the remission of 2⅛ per cent. must have saved the town the payment of 14 or 15 lacs into the Imperial Treasury. The Bombay Government now asks for a drawback of one lac on this remission.

The Lieutenant-Governor of Bengal was to leave Calcutta on Sunday on a tour to the North-Eastern Provinces.

We regret to notice that the wife of Captain Le Mottee, of H. M.'s 56th Regiment, died in Poona from cholera on Sunday night last.

Pondicherry has been so constantly cheated by strangers, that it has been resolved at a public meeting of tradesmen there never in future to allow any stranger credit!

Many will be glad to hear that Colonel Huntley Garden's health is now quite re-established. Indeed, we believe the severity of his illness was from the first somewhat exaggerated by report.

The "Pioneer" hears it is likely that Colonel J. Watson, C.B., V.C., aide-de-camp to the Queen, commanding the 13th Bengal Lancers, will succeed Colonel Probyn in command of the Central India Horse.

Captain W. H. Ross, of H. M.'s 23rd Regiment N. L. I., formerly Station Staff Officer of Asseerghur, has been appointed Brigade Major of Poona, vice Captain A. W. Turner, deceased; and on Saturday evening he arrived in Poona, and assumed charge of his duties.

From Burmah we learn that the weather up to the 24th July had been boisterous; but the ploughing and sowing of the paddy fields have been completed, and all reports say that the agricultural operations are progressing well everywhere, and fully as much land as last year is again being brought under cultivation.

Our readers will remember the lamentable accident which lately occurred near Simla, when four Italian minstrel-boys lost their lives by a landslip. The two survivors (who were seriously injured) are now, we read, further rendered absolutely destitute by the fatal disruption of their little band and the loss of all their instruments; and Major Parsons, the Deputy Commissioner of Simla, has started a subscription for their relief.

The Deputy Commissioner of Loodiana has, we read, succeeded in tracking the butcher murderers of Raikote to the village of Cheenewal, in the territory of H. H. the Maharajah of Puttialla. Suspicion pointed to one Khajan Singh, a Kooka Sikh, as ringleader, so he was arrested; and after some time a clue was obtained, which by the cordial co-operation of the Puttialla authorities led to the arrest of the whole band, with the exception of one. Four of them, natives of Puttialla, have been convicted and sentenced to death by the Deputy Commissioner of Loodhiana.

The "Pioneer" says—"The English and Scottish Law Life Assurance Company is not much known in India, nor, we believe, have they any agents in this country: we are safe therefore from the invidious suspicion of a 'puff' in relating the following fact:—A division of profits has been made lately, and on one policy for £500, on which only £73-18-9 had been paid in the shape of premia, the amount of bonus was no less than £26-5, claimable either *in cash* or in an addition to the value of the policy. This amounts to a refund of rather more than a third of the total amount paid!"

The "Pioneer" the other day remarked on the indignity which appeared to be put on the Adjutant-General and Quartermaster-General by the omission of their offices from the new Precedence Warrant. Our contemporary now says it appears he was under some misapprehension. A military critic informs us, he says, that this omission was from the very nature of things unavoidable. There is no such thing as military duty carrying precedence with it on its own account. The Queen in the exercise of her prerogative might attach local or official rank of Major-General to these posts, and the officers holding them would then assume the corresponding military precedence, but it is only in virtue of their military rank that they can take precedence. No army or military appointment can make a colonel higher in rank than a major-general, or after his relative position to other officers of the army (which is the standard of Indian precedence) one jot.

## THE POONA HUNT.

We have the pleasure to record a very agreeable and successful run with the Poona fox-hounds on Monday morning. The "meet" was at the Holkar's bridge at the early hour of 5. The "field" numbered about 20, of whom several were of the fair sex. Shortly after the hounds had been thrown off, a whimper was heard from one of them in a thick piece of jowaree. The note was not long in being taken up by the others, and soon swelled into a chorus of the whole pack.

A fine jackal then presented himself in the open, and, seeming to wish for only a short acquaintance with his new friends, abruptly took his leave, and made off in the direction of the distant hills as fast as his legs could carry him. It is not always so easy to shake off an undesirable acquaintance, and so this unfortunate jackal must have thought (if he thought at all) as he scuttled along, for close at his heels came a string of noisy followers, just as eager to improve their acquaintance with him, as he was to cut them. The country is a plain, open one, not a hedge or a ditch to be seen, nor a cover to take refuge in. The only hope of escape was to reach the hills some miles away, where holes with which he was familiar might be found. The ground being spongey, and the pace good, it was rather trying to the horses, but the run was kept up without a check in almost a straight line for about six miles, when, finding his chance of reaching the hills fast fading away, the jackal made for a prickly pear fence close at hand. Unfortunately for him, he had not enough "go" left in him to get there before the hounds ran into him, and killed him in the presence of a good number of the field.

The brush was gallantly presented by the master of the hounds to one of the ladies who was in at the death, and who fairly won it. The head was carried off by Mr. Clark, the whipper-in, as a trophy, and to be shown to his masters, the members of the Bombay Fox Hounds, as a proof that they do kill sometimes at Poona. The remains of the deceased, if it will interest our readers to know, were left to "fertilize the soil."

## THE BOMBAY GUN CLUB.

A Meeting will be held on Saturday next, at the parade ground, Colaba, to consider a proposal for forming a Gun Club, and to appoint officers and frame rules for the Club. The following set of rules will be offered for acceptance:—

PROPOSED RULES FOR PIGEON SHOOTING, BOMBAY.

1. At every match, or general practice, there shall be an umpire, who shall be chosen by the shooters present on the ground. His decision shall be final, unless he chooses to refer the matter to anyone else.

2. A boundary line, eighty yards from the centre trap, is provided; a bird must be gathered before passing this boundary by the shooter, or by the person appointed for this purpose, without the aid of *any kind* of implement. A bird recovered in the ditch of the boundary line, is to be considered a "fair bird," if beyond the ditch, it is to be considered a "lost bird."

3. There shall be five traps, placed at five yards apart, and at twenty-one to thirty yards from the shooters.

4. A 12-bore gun, with 1¼ oz. of shot, will be the maximum allowed. Shooters using guns of larger bore, and larger charges of shot, shall, for each size larger of bore, and every ¼ oz. of shot extra used, fire from a distance half a yard further than that for which they are handicapped. Shooters are always to declare the bore of their guns and the charge of shot they are using, which are not to be varied during the match.

5. The shooters to cry "pull," when ready; should the trap be pulled without the word being given, he may take the bird or not; but if he shoots, the bird must be considered as taken. If the trap is pulled, and the bird does not rise, it is *no bird* at the *option* of the shooter; but if he shoots at it, either on the ground, or trap, or after it rises, and *miss*, it is to be scored "*lost*."

6. A bird must be shot while on the wing, in order to score a "fair bird," excepting with the second barrel. *N.B.*—Both barrels are always allowed.

7. In case of a miss-fire, with either barrel, another bird is to be allowed if the gun was properly loaded and cocked, and the miss-fire arose from the cap not exploding; but after the word "pull" is given, and the gun does not go off, owing to the shooter's own negligence, the bird is to be considered "lost."

8. Neither of the shooter's feet is to extend beyond the shooting mark, under any pretence whatever; nor is the gun to be held above the point of the elbow, until *after* the trap has been *pulled*. The penalty for holding the gun above the point of the elbow is that the umpire calls "no bird" should the bird have been killed, and the shooter is allowed another.

9. All ties are to be shot off on the same day if there is sufficient light, unless it is agreed to divide; otherwise, the ties should be shot off on the first available day.

## PROGRAMME OF THE MOVEMENTS OF HER MAJESTY'S INDIAN TROOPSHIPS.

Jumna: leave Bombay 1st Oct., arrive at Suez about 16th Oct., leave Port Said about 20th Oct., and arrive at Portsmouth about 4th Nov.

Malabar: leave Bombay 15th Nov., arrive at Suez about 30th Nov., leave Port Said about 4th Dec., and arrive at Portsmouth about 19th Dec.

Crocodile: leave Bombay 24th Nov., arrive at Suez about 9th Dec., leave Port Said about 13th Dec., and arrive at Portsmouth about 28th Dec.

Serapis: leave Bombay 30th Nov., arrive at Suez about 15th Dec., leave Port Said about 19th Dec., and arrive at Portsmouth about 3rd Jan. 1872.

Euphrates: leave Bombay 8th Dec., arrive at Suez about 23rd Dec., leave Port Said about 27th Dec., and arrive at Portsmouth about 11th Jan. 1872.

Jumna: leave Bombay 12th Jan., arrive at Suez about 27th Jan., leave Port Said about 31st Jan., and arrive at Portsmouth about 15th Feb.

Crocodile: leave Bombay 6th March, arrive at Suez about 21st March, leave Port Said about 25th March, and arrive at Portsmouth about 9th April.

Serapis: leave Bombay 12th March, arrive at Suez about 27th March, leave Port Said about 31st March, and arrive at Portsmouth about 15th April.

Euphrates: leave Bombay 1st April via the Cape, and arrive at Portsmouth about the 4th June.

Jumna: leave Bombay 24th April, arrive at Suez about 9th May, leave Port Said about 13th May, and arrive at Portsmouth about 28th May.

## LATEST TELEGRAMS.

LONDON, 20th July.

The Duke of Manchester presided at the Colonial Conference. Mr. Edward Jinkins, who delivered the inaugural address, insisted strongly on the policy of upholding our Colonial Empire, and adopting a system of national emigration.

The Pope is indisposed.

The Bavarian troops have made a triumphal entry into Munich. The Prince Imperial was present.

The Queen's Prize, at Wimbledon, was won by Ensign Humphrey, Cambridge.

1st August.

51 Members of Parliament voted for Mr. Dixon's amendment, substituting £10,000 as Prince Arthur's annuity.

Twenty thousand persons were present at the Trafalgar Square meeting to protest against the annuity to His Royal Highness.

The vote of censure against the Government proposed in the House of Lords by the Duke of Richmond was carried.

American speculators urge the French Government to send the Communist prisoners to Aruzona.

5th August.

Grand festivities took place in Dublin on the occasion of the Royal visit to that city.

Dr. Dollinger has been elected Rector of the Munich University.

Dr. Jones has been elected president of the Wesleyan Conference for the ensuing year.

The Ballot Bill has passed through committee.

Mr. Gladstone was silent respecting the vote of censure passed in the Upper House.

## ADDITIONAL PASSENGERS BY THE HOMEWARD MAIL.

The P. & O. Co.'s s.s. Baroda, 1,873 tons, and 450 h. p., Captain W. B. Hall, sailed yesterday for Aden and Suez with the English mail and the following additional passengers:—

For Southampton—Mr Blackley, Mr Smith, and Mr A Whittle.
For Suez—Mr Bantmann.

## DHARWAR COTTON REPORT.

Dharwar, 4th August.

Our latest advices of the Liverpool cotton market are to 31st ultimo, quoting fair Dhollera at 7½d. declining, and estimates of the American crop increasing.

A steady demand has existed during the fortnight, and further purchases to the extent of six hundred candies have been made at Rs. 220—5 for Sawginned and Rs. 195—200 for Compta, on European and native account together. Since receipt of the rather unfavourable home telegrams yesterday, however, there is a slightly weaker tone in the market to-day, and we can buy Sawginned at Rs. 215, and Compta at Rs. 190 f. o. b. Carwar, November shipment, usual terms.

The weather continues wet, and prevents much progress being made in selections and carting from distant villages; but at the same time the rainfall up to the present is much below our usual average, and great fears are entertained that unless we have heavy rain almost immediately, grain will be excessively short this next season, as owing to want of moisture the plants that have come up are not more than a quarter the height they should be now; in some parts the seed has not come up at all, besides which the ryots have deferred sowing a great portion of land pending the usual prospects of a seasonable rainfall.

Cotton sowing will commence in three weeks time, and we cannot see how the ryots can possibly avoid placing a much larger area of ground under cotton than they originally intended, as they have nothing but cotton and wheat left now to sow in place of the damaged grain crops.

Three of the Cotton Frauds Inspectorships have been abolished from the first instant, viz., Dharwar, Sholapoor, and Carwar, and as these are the only ones that are connected in any way with this district, and as the department can now require no funds for the supposed improvement of Dharwar cotton, we conclude that the export fees on cotton shipped direct from Carwar to Europe will not be levied henceforward.

We have no advices of the Sepia having sailed from Carwar yet.

Exchange—¾ per cent. discount for 16 days' sight bills on Bombay.

Robertson Brothers & Co.,
Represented in Bombay by Messrs. Blay & Mackintosh.

## BOMBAY.

Criminal Sessions at Tanna.—There were in all eight cases to be tried at the Criminal Sessions at Tanna, which commenced on Monday.

Tanna.—There was a good fall of rain at Tanna last week, and sowing operations were carried on vigorously. The state of public health was reported to be good.

The Police Superintendent of Tanna.—Major Cole, the Superintendent of Police at Tanna, who has been for some time on special duty at Baroda, is likely to be transferred to Sattara.

The s.s. Kurrachee, 346 tons, Captain A. Cottier, arrived yesterday from Kurrachee with a general cargo and the following passengers:—Rev. Mr. and Mrs. Roberts, and eleven deck passengers.

A Subscription Ball was given on Monday night in the Esplanade Hotel, which was attended by about seventy ladies and gentlemen, who were, we are told exceedingly pleased with all the arrangements.

The Fort School and Gymnasium.—We are glad to learn that already a large number of Parsee youths have joined the English school and gymnasium, which was opened on the 1st instant, in the Sassoon Buildings, near the Shipping Office.

Theft.—At the Girgaum Police Court yesterday, before Mr. Showell, Sonoo Ramjee was charged with stealing several pieces of wearing apparel belonging to Luxmon Gopal and Sunnoo Balloo. He was convicted and sentenced to six weeks' rigorous imprisonment.

H. H. Mulharao's Carriage.—His Highness Mulharao has, it is stated, ordered a phæton, plated with gold and silver, to be prepared for him in which to take his evening drives in the city of Baroda, and for this purpose the services of a number of goldsmiths have been engaged.

A Cheating Case.—Some time in May last one Suggunlal Ruttonchund, in the employ of a shroff, appeared before Mr. Showell, in the Fort Police Court, and obtained a warrant against a Bhattia and one Pragjee Cummo, charging them with cheating in respect of a gold ornament worth Rs. 278. The accused were yesterday placed before the Senior Magistrate, when the prosecutor said that he wished to withdraw the charge, which was accordingly done.

The Fouzdar of Gogo.—Mr. Dada Meeya Futteh Khan, fouzdar of Gogo, has been appointed fouzdar of Sanund. A meeting of the native merchants and others was held the other day at Gogo to testify their gratitude towards the fouzdar, who was very popular to the people on account of his good services to them. Speeches were made on the occasion by the Rev. Mr. Beattie, who occupied the chair, and others, in praise of Mr. Futteh Khan.

Discovery of another Gigantic Fraud at Jacobabad.—We learn from Shikarpore that Colonel Phayre has succeeded in discovering some serious defalcations at Jacobabad, by which Government has been defrauded to the tune of nearly Rs. 80,000. Some of the native officials implicated are in custody, and a close and searching investigation is being instituted, which is leading to further revelations of a startling nature.—*Sindian.*

Inquest.—A Coroner's inquest was held yesterday at Mahomed Hoossain Kambhikhur Street on the body of a Mahomedan, aged about fifty years, named Hajee Haroon Noor Mahomed. On Monday evening deceased went to Hajee Ismael Hubib's mosque to say his prayers. After doing so, and whilst counting his beads he fell down, and a policeman doing duty at the mosque found that he was dead. The jury came to the conclusion that the deceased had died from heart disease.

Deccan Horticultural Exhibition.—Some time ago we intimated to our readers that an Exhibition was to be opened for the show of flowers, fruits and vegetables and that we would give further particulars as to time and place in a future issue. Being now possessed of these particulars we beg to publish them for our readers' information. The above exhibition is to be opened in the Bund Gardens, on Wednesday and Thursday, the 13th and 14th of September next—on the former day at 3 p.m., and on the latter from 7 a.m. till 3 p.m. All persons intending to compete for prizes in either department are requested to forward their specimens a day before the opening. The prices fixed for admission are three rupees the first day and eight annas the second. There are forty-eight published prizes, varying from five rupees to twenty, and for the best arranged bouquet a silver bouquet-holder is to be awarded. It is also proposed to hold a Dog Show at the same time if practicable; but upon this point those anxious for further information must apply to Captain Butler, H. M.'s 83rd Regiment. As the prizes are to be awarded to *bona fide* growers only, we trust that the competition will be made by *bona fide* exhibitors only; and finally, we would recommend our lady readers *ad interim* to take a few lessons in the art of arranging a bouquet, and those of our gentlemen a few lessons in botany and floriculture.—*Poona Observer*

## H. H. MAHARAJAH SCINDHIA'S RECEPTION.

His Highness Maharajah Scindhia, who has been staying nearly a week among us, will hold a reception at his residence, near the Grant Road railway station, at 4-30 p.m. to-day, when he will be happy to receive visitors. Gentlemen intending to call are requested to send their cards by noon to-day to Moro Venayeck Baput, Mamlutdar.

## FORT POLICE COURT BUILDING.

We learn that the rent now charged for the Fort Police Courts, in Hornby Row, has been reduced by the landlord by Rs. 200 a month. The rent is now Rs. 650.

## TOTAL LOSS OF THE SHIP PRINCE GEORGE.

Advices received from Rangoon report that the ship Prince George, 1,138 tons, from Bassein to Europe, has been totally wrecked off Diamond Island.

## REPORT OF RAIN-FALL AT BOMBAY

Down to 7th August, 1871.

Fall of Rain from 9 a.m. Monday, 31st July, to 9 a.m., Monday, 7th August 1871.

| July—August. | Observatory, Colaba. | Fort—Elphinstone Circle Garden. Gauge No. 1. | Gauge No. 2. | Gauge No. 3. | Fort George, E. G. Hospital. | Esplanade, H. M. 21st Regt. N. I. | J. J. Hospital, Byculla. |
|---|---|---|---|---|---|---|---|
| Monday, 31 | ·37 | ·20 | ·15 | ·14 | ·31 | ·40 | ·60 |
| Tuesday, 1 | ·64 | 1·13 | ·90 | ·88 | ·77 | ·70 | ·83 |
| Wednesday, 2 | ·17 | ·3 | ·7 | ·6 | ·4 | ·5 | ·40 |
| Thursday, 3 | ·17 | ·13 | ·23 | ·21 | ·21 | ·20 | ·9 |
| Friday, 4 | ·17 | ·10 | ·46 | ·43 | ·25 | ·30 | ·45 |
| Saturday, 5 | ·32 | ·7 | ·6 | ·6 | ·10 | ·15 | ·16 |
| Sunday, 6 | ·16 | ·9 | ·8 | ·7 | ·19 | ·10 | ·45 |
| Total for the week. | 2·00 | 2·51 | 1·95 | [illegible] | 1·82 | 1·90 | 2·98 |
| Total fall of rain from 1st January 1871 | 23·9 | 37·18 | 31·10 | 31·43 | 23·15 | 31·07 | 32·75 |

In the report from the Colaba Observatory, the day is from midnight to midnight, and in that from the J. J. Hospital, from 6 a.m. one day to 6 a.m. the following day.

## BOMBAY GOVERNMENT TELEGRAPH OFFICE—8th August, 9 p.m.

Latest dates from United Kingdom.

Via Red Sea, 8th August, 12-40 pm, Greenwich time. Time in transit, 2 hours 36 minutes.

Latest dates from Continent of Europe.

Via Red Sea, 8th August, 9-55 am, Greenwich time. Time in transit, 2 hours 31 minutes.

The time occupied in the transmission of messages to Bombay from 9 pm of the 7th to 9 pm of the 8th August is as follows:—

| To Bombay. | Max. | Min. |
|---|---|---|
| From Kurrachee | 13 19 | 0 54 |
| ,, Calcutta | 11 59 | 0 5 |
| ,, Madras | 2 53 | 0 9 |

## TELEGRAPH LINE REPORTS.

Kurrachee, 8th Aug, 9-14 pm—Latest dates from United Kingdom, via Turkey, 7th Aug, 1-3 pm; via Russia, 8th Aug, 2-10 pm. From Continent of Europe, via Turkey, 7th Aug, 7 pm. Cable right to Fao; Turkish line right to Pera; Persian line right to London.

## WEATHER REPORTS.

Cannanore, 8th Aug, 10 am—Weather cloudy, wind south-west, thermometer 75, barometer 30·000, rainfall 3 inches 30 cents.

Carwar, 8th Aug, 10 am—Weather fair, wind south-west, thermometer 79, barometer 29·90, rainfall 30 cents.

Vingorla, 8th Aug, 11 am—Weather clear, wind south-west, thermometer 82, rainfall 27 cents.

Mangalore, 8th Aug, 12 noon—Weather cloudy, thermometer 80, rainfall 74 cents.

Tuticorin, 8th Aug, 11 am—Weather fine, wind west, thermometer 92, barometer 29·823.

## SMALL CAUSE COURT.—5th August.

(Before Manockjee Cursetjee, Esq.)

BALLOO PEERAJEE v. ESMAEL HUSHON AND ANOTHER.

Mr. Amiroodeen appeared for the plaintiff, Mr. Nusserwanjee for the first defendant, and Mr. Shapoorjee watched the proceedings on behalf of the second. The action was brought to recover Rs. 276, being the value of 52 brass of dubbers (stones) supplied to the defendants as partners in the work of building the Sonapore wall. The second defendant admitted the debt. It was pleaded on behalf of the first defendant that the dubbers were never supplied to him, that Bhickajee, the co-defendant, was not his partner in the Sonapore works, and that Amrootlall was not his mehta. The hearing of the case occupied the attention of the Court for several days, and a large number of witnesses were examined on behalf of the first defendant. After hearing the evidence adduced in the case, and the arguments of the pleaders of the parties, the Judge entered a verdict for plaintiff for the amount claimed with costs. Professional costs, Rs. 30, were certified to be paid by the first defendant only.

## MOFUSSIL SMALL CAUSE COURT JURISDICTION.

The following cases referred under section 22 of Act XI. of 1865, of his own motion, by Mr. Syed Hassan El Medini, Judge of the Court of Small Causes of Broach, for the decision of Her Majesty's High Court of Judicature at Bombay, Damodhur Hurjivan v. Jeysung Jiva and Mansung Jeysung, Bijvullubh Bhana v. Bai Muncha, daughter of Ghellabhai Umbaidas. Among the suits transferred to this Court by the Second Class Sub-Judge of Broach, Rao Saheb Chotumlal Oolasram, under High Court resolution No. 795, dated the 15th June 1869, are the causes noted above. The plaint in the first of these causes runs as follows:—Plaintiff claims payment of Rs. 60 due on a mortgage bond for the sum of Rs. 41, bearing date the 11th day of May 1866, and payable on demand. The mortgage bond is to the following effect:—We have borrowed from you Rs. 41. For this sum of money and interest thereon we have sub-mortgaged to you a house which has been mortgaged to us by a third party. You may recover the money from the said house and from our other property as well as from us personally. The plaint contains a prayer for the recovery of the money against the mortgaged immoveable property as well as against the defendants. In Atmaram Ballal Kagjee v. Sadashiv Hari Mahajani, it was decided by the Bombay High Court (Arnould, Acting C. J., and Newton, J.) that "a suit brought to enforce a debt or demand not exceeding Rs. 500 which is secured upon, and must in law be primarily satisfied out of, immoveable property, is not a suit of the nature cognizable in Courts of Small Causes. This is so, though the plaint on the face of it seeks recovery in the alternative, either from the mortgagor personally, or from the mortgaged property." (11 Bombay High Court Reports, A. C. J., p. 1.) This precedent may be held to apply to the present case. There are, however, two Calcutta rulings which at first sight would appear to authorise a Small Cause Court to exercise the jurisdiction competent to it in a case like this. In Ram Shewuk Shaoo v. Futto Roy, the Calcutta High Court (Peacock, C. J., and Dwarkanath Mitter, J.) decided that "in a suit for money due on a bond in which the payment is secured by mortgage of immoveable property, a Small Cause Court is competent to try whether any debt is due upon the bond or not; but it cannot declare whether or not the particular land mentioned in the bond is charged for the payment of the debt." (XII. W. R., Civ. Rul., p. 184.) Doorbyar Roy v. Dalsingar Singh is another ruling of the same Court. (Glover and Dwarkanath Mitter, J.J.). Mr. Justice Glover said as follows:—"It appears to me that on the question of jurisdiction, the Additional Judge is wrong. No doubt the original bond hypothecated landed property, and no doubt the creditor, when he went to the Small Cause Court, asked to have his money out of the pledged property, but the mere fact of his asking too much would not prevent the Court to which he applied from giving him such relief as was in its power; and if he was content with that relief, a simple money-decree, which was what the Small Cause Court gave him, I do not see how that decree can be had for want of jurisdiction, merely because the plaint contained a further prayer which was not within the Court's competence, and which was consequently not granted. The Small Cause Court contented itself with declaring that the money was due under the bond, and so far it appears to have had full jurisdiction. Had it gone further or declared the hypothecated property liable to be sold, it would have exceeded its powers, but it gave a simple money-decree, and that was, it seems to me, within them. The point has been already ruled in a Small Cause Court reference to this Court, dated the 17th July 1869, in the case of Ram Sewuk Sahoo v. Futto Roy." (Ibid, p. 367.) As the plaintiff in the case under reference did not of his own accord come into this Court as this case has been transferred to this Court under the circumstances detailed in my reference from the Surat Small Cause Court in the case of Kullan Khooshal v. Raijee Lalla, under date the 5th of November 1870, I do not imagine that any one will seriously contend that these two Calcutta precedents would warrant the trial of this case by this Court. II.—The plaint in the second case is as follows:—The plaintiff claims payment of Rs. 232 due on a mortgage-bond for the sum of Rs. 199, bearing date the 3rd day of July 1867, and payable on demand. He also prays for the recovery of the amount against the mortgaged immoveable property. The plaintiff also in the same plaint claims Rs. 68 which he had advanced as a loan to the said defendants on their personal security from time to time, and Rs. 10 as interest on the same. If the first suit above specified be not within the jurisdiction of this Court, then the first of the claims of the second suit is also not within the jurisdiction of this Court. The second claim in this suit is no doubt within the jurisdiction of this Court. The point for consideration then is, can the second suit be tried as a whole by the Sub-Judge of Broach, or whether it would be necessary to hold separate trials of these two separate causes of action in the Sub-Judge's Court and the Small Cause Court respectively? Jugo Mohun Sahoo v. Monee Lall Chowdry, may perhaps be considered as a case in point. The judgment delivered by the Court in this case is as follows:—Glover, J. "The point, taken in this special appeal is that the plaintiff ought not to have joined in one suit separate causes of action, that he ought to have brought a separate suit for the rent of the house, and that he ought to have brought that suit in a Court of Small Causes from whose decision there would no special appeal; and that, as he did not bring that suit in a Small Cause Court, his claim ought to have been at once dismissed. This objection does not seem to have been taken before at any stage of the proceedings. We think, moreover, that there is no force in it. The plaintiff's suit is to recover possession of his house and to get at the same time the rent due from the recusant tenant. The Small Cause Court, therefore, was clearly powerless to give him all the relief he sought. In similar cases it has been held that where there is a Court that can grant full and entire relief, the plaintiff is authorized to bring his suit in that Court, although a portion of his claim may possibly be cognizable by another Court. In this case, the only thing a Small Cause Court could have taken cognizance of was the demand for rent, whereas the Civil Court could take up and dispose of both portions of the plaintiff's case. We think also that there was no misjoinder, and that the plaintiff's causes of action might very properly have been joined together in the same suit under the provisions of section 8 of Act VIII. of 1859. We dismiss the special appeal with costs." Kemp, J.—"I am of the same opinion." In illustration of the correctness of Mr. Justice Glover's judgment, I would quote the case of a party suing under clause 6, section 23, of Act X. of 1859; if he sues for possession alone, the Collector can take cognizance of the suit, but if he sues for possession and wasilat, he must go into a Civil Court." (XI. W. R., Civ. Rul., p. 542.) For my own part, however, I wish to base my decision on a different argument. Let us suppose that this plaint was now for the first time presented to the Sub-Judge of Broach. If the decision to which I have come to on the first suit be correct, the Sub-Judge will no doubt consider himself bound by their Lordships' rulings in disposing of the first of the claims contained in this suit. With respect to the second claim of this suit it will be necessary to consider the effect of the following portion of section 12 of Act XI. of 1865 upon it. "Wherever a Court of Small Causes is constituted under this Act, *no suit cognizable by such Court* shall be heard or determined in any other court having jurisdiction within the local limits of the jurisdiction of such Court of Small Causes." Section 6 of the Act enacts:—"The following are the suits which shall be cognizable by Courts of Small Causes, namely, claims for money due on bond or other contract, or for rent, or for personal property, or for the value of such property, or for damages, when the debt, damage, or demand does not exceed in amount or value the sum of five hundred rupees, whether on balance of account or otherwise." There are prevalent in this part of the presidency confused ideas as to the precise meaning of the Small Cause Court jurisdiction section. Now the question for determination is, in what sense is the word "suit" used in this latter section; is it used in the sense of "a cause of action" or "an action at law." The Small Cause Court Act has not defined this word. This word also occurs in the following sections of the Act, namely, 2, 3, 7, 8, 9, 10, 11, 18, 19, 21, 22, 28, 30, 36, 38, 40, 41, 47, but in none of them has it been used in the sense of a "cause of action." Section 8 of the Code of Civil Procedure is as follows:—"Causes of action by and against the same parties, and cognizable by the same Court, may be joined in the same suit." Obviously the Code makes a distinction between a "cause of action" and a "suit." Section 25 of the Code is as follows:—"All suits shall be commenced by a plaint." Section 26 of the Code enacts that the plaint shall contain, among other, the following particulars:—"the relief sought for, the subject of the claim, the cause of action, and when it occurred." Clearly the Code uses the word *suit* in the sense of *an action at law*. It is in this sense that the word "suit" which occurs in the Small Cause Court jurisdiction section is, I think, to be understood. Under this view of the law the question whether the present suit is cognizable by a Court of Small Causes will have to be answered in the negative, because it does not in its entirety come within the Small Cause Court jurisdiction section. This would appear to be not an unnatural and improbable construction of the law from the following remarks. Section 6 of the Code enacts; "Every suit shall be instituted in the Court of the lowest grade competent to try it." Section 8 of the Code provides, "Causes of action by and against the same parties, and cognizable by the same Court, may be joined in the same suit, provided the entire claim in respect of the amount or value of the property in suit do not exceed the jurisdiction of such Court." By virtue of this section, a plaintiff, if he chose, might prefer his claim for money due on two bonds, one of which is for Rs. 301 and the other for Rs. 200, in only one suit, and as the aggregate amount of the claim would exceed Rs. 500, the amount cognizable by the Small Cause Court might institute the same in the Court of the Sub-Judge, instead of bringing two separate suits on each of these causes of action, in which case they would have to be instituted in the former Court. This view would appear to find support from the Madras ruling in Arunachellam Chetty against Gangatharam Aiyan (Scotland, C.J. and Innes, J.) 5 Madras H. C. Reports, 287, which suit is the converse of the case supposed above, and the following three Calcutta rulings, Shaik Khoda Buksh v. Shaik Kureem Buksh, (Seton-Karr and Pundit, J.J.) 6. W. R., Civ. Rul., p. 138; Huro Chunder Turkochoramonee v. Issur Chunder Roy, (Trevor and Seton-Karr, J.J.) Ibid, p. 297; and Luchmeepurshad Doobey v. Mussamut Koylassco, (referred by Trevor and Campbell, JJ., and decided by a full bench composed of Peacock, C.J., Trevor, Loch, Norman, and Pundit, J.J.) In this last case the Honourable the Chief Justice is reported to have said as follows:—Section 8 provides that "causes of action by and against the same parties, and cognizable by the same Court, may be joined in the same suit, provided the entire claim in respect of the amount or value of the property in suit, do not exceed the jurisdiction of such Courts." "Causes of action on two bonds may therefore be joined. The suit may be brought in the Moonsiff's Court, provided the whole amount claimed does not exceed the pecuniary limit of the jurisdiction of that Court. But if the amount claimed in respect of the two bonds exceeds 300 rupees the suit would be cognizable in the Principal Sudder Ameen's Court. Section 6 enacts that every suit shall be instituted in the Court of the lowest grade competent to try it." "That amounts to no more than this that, if the aggregate amount of the causes of action joined in one suit is less, or in other words, if the suit is for less than Rs. 300, the suit could not be brought in the Principal Sudder Ameen's Court, because by section 6 every suit is to be instituted in the Court of the lowest grade competent to try it." If then by joining in a suit two causes of action the aggregate amount of which exceeds the jurisdiction of a Small Cause Court, that jurisdiction could be ousted, surely that is not an unnatural and improbable construction which lays down that by joining two causes of action in one suit, on one of which no action will lie in a Court of Small Causes, but both of which are cognizable by the ordinary Civil Court, that the Civil Court in such a case also has exclusive jurisdiction to try the suit.

I therefore respectfully request that their Lordships will be pleased to order that these suits be sent back to the Court of the Second Class Sub-Judge of Broach.

The High Court passed the following judgment on the above preference:—

The Court is of opinion that having the precedent alluded to in 2 B. H. Court, page 1, the Judge of the Court of Small Causes had no occasion to make this reference as he is bound by the decisions of this High Court, and not by those of any other High Court, however much such may be respected.

2. With regard to Case II, the Court considers that so much of the plaint as relates to the claim on the mortgage bond, is not cognizable by the Court of Small Causes. The Court therefore directs the retransfer of this suit to the Court of the Second Class Subordinate Judge of Broach, who will dispose of so much of the plaint as comes within his jurisdiction, and the plaintiff can take such other steps for the recovery of the rest of the amount of his plaint as he may be advised.

## INDIAN ITEMS.

At the *akhara* of wrestlers in Hydergunge, an affray occurred between the *bunnias* and *jolhas*, on the 23rd ultimo, and several persons were wounded. Four or five of the rioters are now in custody.

"Hushing up" a Robbery.—Information has reached us that Mr. Ingle, Divisional Magistrate, in charge of the Sehwan district, is at present investigating a case, in which a chief constable and five policemen are charged with "hushing up" a robbery committed in the town of Badda in the Kotree talooka. The party robbed complained to the Mooktyarkar of Kotree, who, after investigating the matter, handed them over to Mr. Ingle for trial.—*Sindian.*

A Municipal Commissioner's Liberality.—A fee of ten rupees is usually given to each Municipal Commissioner who is called on to attend at the Board's office to hear appeals against the levy of rates and taxes. Mr. Hyder Jung Bahadur, one of the Municipal Commissioners, makes a very good use of his fee, for we find that he yesterday sent the Civil Orphan Asylum the amount received from the Municipality for that day's attendance.—*Madras Athenæum*, Aug. 5.

Poisoning at Umritsur.—Two unfortunate travellers were poisoned in the Serai at Umritsur a few days ago. Their lives were saved, however, and they now lie in the dispensary in a very precarious condition. The perpetrator of the crime has not yet been discovered, but he may just as well give himself up for "the police are on the alert!" There is something in the moral atmosphere of Umritsur that sadly wants purifying. A young Sikh was executed at Umritsur last week for murder. He showed great firmness but expressed his regret that his accomplices were not to swing with him.—*Indian Public Opinion.*

"What, nothing to be done?"—As we noticed in last issue, an increase of the military force at Umritsur has been recently made by order of Government, probably in acquiescence with the request of Major Davies, the Commissioner of the Division. The order was communicated to the 92nd Highlanders while on parade at Jullunder on Tuesday morning, and a company told off to proceed to Umritsur without delay. We some time ago noted how easy it was now by means of the railway to move a force to any important station in the Punjab. It is noteworthy that this company of 80 men arrived in Umritsur a few hours after receiving notice. We believe it was somewhat amusing to hear the expression of disappointment of the soldiers when they learned that there was 'nothing to be done.' They had fully expected that some row was in progress. It is reported that a wing of H. M. 54th is to be stationed at Umritsur on their arrival from England. This would make a very great change in that pretty station.—*Ibid.*

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## GIVING FALSE EVIDENCE IN A JUDICIAL PROCEEDING.

In March last, a woman servant in the employ of Mr. Melville E. Ross, a railway contractor, residing at Bellary, told him that a horse-keeper of his had stolen a couple of doors belonging to him. The accused horse-keeper was handed over to the police, and, up to a short time before the horse-keeper was tried by the magistrate on a charge of theft, Mr. Ross persisted in charging the prisoner with that offence. However, when the case came on for hearing before the magistrate, and Mr. Ross was examined as a witness, he stated on oath that he gave the doors to the prisoner, and the prisoner was upon this discharged. Mr. Ross was then charged with giving false evidence in a judicial proceeding and was tried before the Sessions Court of Bellary, and was convicted of the offence, and was sentenced to four, months' rigorous imprisonment. Mr. J. D. Mayne the Acting Advocate General, presented an appeal in the Appellate Court on behalf of Mr. Ross, and the appeal came on for hearing on the 12th of last month before the Chief Justice and Mr. Justice Innes. After hearing the arguments of Mr. Mayne, the Court directed that the record of the case should be sent for and that the sentence should be suspended until a final order was made in the appeal. In accordance with the order of the High Court, the lower court sent up the record, and the appeal came on for hearing again yesterday before the Chief Justice and Mr. Justice Innes. Mr. Mayne argued that there was nothing upon the record to show that the prisoner had given false evidence in a judicial proceeding. Against the statement which he made on oath before the magistrate were the oral statements, not on oath, which the prisoner made to other persons. This was not sufficient to convict the prisoner of giving false evidence. It was necessary that there should be two conflicting statements on oath. The Chief Justice observed that the case against the prisoner was that on being informed by one of his servants that his horse-keeper had taken away two of his doors, he charged his horse-keeper with theft and persisted in making that charge against the horse-keeper up to a short time before the horse-keeper was brought before the magistrate, but when the prisoner (Mr. Ross) was examined as a witness for the defence against the horse-keeper he withdrew the charge. Mr. Mayne submitted that only the statement which the prisoner made before the magistrate was upon oath, and that the other statements which he had made previously to other persons were all not upon oath. These contradictory statements, which were not made upon oath, were not sufficient to prove that the statement made on oath was false. The Chief Justice said that the contradictory oral statements were to be taken together with the conduct of the prisoner. He persisted in the charge against his horse-keeper up to a short time before the horse-keeper was tried by the magistrate. When the prisoner was told that he would be called as witness for the horse-keeper, he stated that it would be of no use as he could not say anything in favour of the horse-keeper. When the prisoner was before the Sessions Court he said that he had made a mistake in charging the horse-keeper and that his evidence was in accordance with the facts of the case, but he did not mention what the facts were that had made him change his statement before the magistrate. The counsel who appeared for the prisoner also did not suggest what the facts were which induced the prisoner to make a different statement before the magistrate from what he had made previously in reference to his horse-keeper. Mr. Justice Innes asked whether the conduct of the horse-keeper who hid up the doors did not show that he stole them, and that they were not given to him by the prisoner. Mr. Mayne submitted that the conduct of the horse-keeper could not affect the case against the prisoner. The horse-keeper having obtained the doors concealed them to secure them. Mr. Mayne contended that the prisoner had made a rash and hasty charge against his horse-keeper and had attempted to wriggle out of it by making different statements, at one time half retracting the charge against the horse-keeper, and at another persisting in it. But when he was put upon his oath, he stated what was really the case. Mr. Mayne again submitted that the oral contradictory statements were not sufficient to support a conviction for giving false evidence. There must be an oath plus something else. If the Court were of opinion that the conviction was right, Mr. Mayne submitted that the sentence which had been passed on the prisoner was too severe. The Chief Justice observed that, whatever might be the position of the prisoner, the Court was bound to discharge its duty. After the Chief Justice and Mr. Justice Innes had consulted for some time, the Chief Justice said that the case was an extremely painful one when the position and the education of the prisoner were taken into consideration. Their Lordships were most anxious to see if they could take the view which had been presented to them by the learned Advocate General of the prisoner's case, and they would therefore take time to consider before giving their decision.—*Madras Times.*

## THE "INDIAN ECONOMIST."

"AIM AT THE STARS IF YOU WOULD HIT THE CHIMNEY POTS!"

(*Pioneer.*)

We took the trouble some time ago to point out an extravagant statement in the *Indian Economist* regarding the yield of land in these provinces. If we had been more aware of our contemporary's principles of composition, we might have spared ourselves the labour. In the last number of the *Economist* he publishes what he is pleased to call a refutation of our criticism, but what is in reality a very lame excuse for his own mis-statement. He tells us that "in discussions of this order where estimates are forced upon us, it is not fair to take every word we write *au rigueur*, and (2) that in politics it is necessary to aim at the stars if you would hit the chimney-pots." After this averment it would be idle to point out any errors of arithmetic or any exaggerations of fact that may appear in the *Economist*. But we may ask whether it is on this same principle that Mr. Halsey's account of the profits to be made by planting lucern near Umritsur—profits which Mr. Halsey especially tells us are *not* to be made *out* of the Punjab and are peculiar to *lucern*—is interpreted to mean "*the profits upon certain crops in the neighbourhood of large towns in the North-West.*" We cannot see the use, even in politics, of saying that two and two make ten. In a "paper dignified by the name of *Economist*, and in discussions that are essentially concerned with figures and facts, it is disconcerting to find that two means four, that the North-West means the Punjab, that "the neighbourhood of large towns in the North-West" means the suburbs of Umritsur, and that "certain crops" mean lucern alone, farmed in the English fashion.

## SIMLA.

Still every letter from Simla brings in tidings of incessant gaieties and entertainments. On Tuesday night, Little Minnie and the Californian Minstrels performed; on Thursday (the 3rd) there was a ball at Peterhoff; and on the 7th (to-day) there are to be more amateur theatricals in the Assembly Rooms. On Monday, only the Punjab mail arrived at Simla, owing to the state of the railway between Saharunpore and Umballa, and the bad condition of the road up the hill. The rain was so excessive on Sunday and Monday that numbers of large pines fell across the roads in different parts of the station, and the enormous landslip near Dixie was again on the move. A fine large building has just been completed near the Combermere Bridge, at the foot of the road leading from the Mall to the Club. The lower portion of it is designed for shops, and the upper part is already opened as an auction room.—*Pioneer.*

## THE ALLAHABAD POLICE.

The Allahabad police are improving! On a dark night in last month a village chowkeydar came upon five men engaged in house-breaking. With unusual pluck he grappled one of them, and both fell heavily. The chowkeydar fell uppermost and was unable to extricate himself. He got covered with blows from the clubs of the remaining four. Finding this rather warm work he dexterously reversed his position and exposed the would-be burglar to the tender mercies of his friends, while he lay shielded by his body. The result was that in a few hours the poor wretch of a burglar died. The police arrived headed by a veritable Dogberry: this worthy functionary arrested the chowkeydar for culpable homicide and the corpse for burglary, and forwarded both for trial. As for the other four "vagrom" men they would not stand; so our master constable "took no note of them, but called the rest of his watch together and thanked Providence he was rid of the knaves." Thereupon Verges, not to be outdone, arrests a wife for stealing her husband's coat and continuations out of the railway waiting-room. "Disartless" men both, and as Dogberry says, "most senseless and fit men for bearing the inspector's lantern."—*Pioneer.*

## THE ACCIDENT AT THE BEAS BRIDGE.

A correspondent at Lahore sends the following to the *Pioneer*:—"In continuation of my letter of yesterday I hasten to mention that I have just heard that through communication even on foot at the Beas has been broken; the whole of the embankment for about 180 yards on the Jullundur side of the river has been destroyed, and a stream of water of about that width separates the eastern abutment from the embankment, and passengers have to cross by boat. The protection wall on the up-stream side of the river has been very much injured, and if the flood does not soon subside, will be entirely destroyed. The train which I mentioned as having fallen into the river has, if I am rightly informed, also been given up as irrevocably lost, and to crown the chapter of disasters, two of the piers have canted, one fifteen and the other nine inches, from their centres, respectively; and fears are entertained that the bridge will have to be closed entirely for traffic if the piers in question do not settle properly or should be moved more out of the perpendicular. The loss to the railway will be immense, for, not taking the actual loss of rolling-stock and cost of repairs into account, as it is probable that there will be a considerable stoppage of goods traffic, there must be a large loss of income from that source. A police inquiry into the facts of the train-accident is now being made by Captain Harris, the Assistant Inspector-General of Railway Police. A break in the line has also taken place—I hear, but cannot vouch—at the Jumna bridge apparently to establish the truth of the old adage, 'Misfortunes never come single.'"

The *Indian Public Opinion* has received later news, and says—"On Sunday the carriages which were tumbled above each other in the chasm yielded to the current, and when last seen they were travelling south as fast as the flood could carry them. The engine, which at first was half out of water, has now totally disappeared. Worse, however, was to follow. The abutments of the bridge being built on double walls were strong enough apparently to defy the flood, but the next pier gave way and fell up stream, carrying with it the girders of the bridge across the last two spans. Pier, girders and all wholly disappeared under water. The railway telegraph wire which was attached to the girders was dragged down and broken. It is greatly feared that another pier will sink; as it is, there is no chance of the bridge being repaired till far on in the season when the rivers get low."

## HOW MONEY CHANGED HANDS IN THE SHARE MANIA TIMES.

At the High Court, Original Jurisdiction Side, the case of Aga Mahomed Abdool Russool v. Jewcooverbai, widow, and another was heard before the Hon'ble Mr. Justice Bayley on the 9th June last, and six subsequent days. The Advocate General, with whom were Mr. Green and Mr. Farran, appeared for the plaintiff, under the instructions of Messrs. Manisty and Fletcher. Mr. Latham, with whom was Mr. Macpherson, appeared for the first defendant Jewcoover, under the instructions of Messrs. Rimington, Hore, and Langley, and Mr. Anstey and Mr. Taylor appeared for the second defendant Pranjeewandass Doolubdass, under the instructions of Messrs. Jefferson and Payne.

Mr. Justice Bayley, in delivering judgment, said—The plaint in this suit, which is of a special character, was filed on the 16th September 1869, and stated that in the month of February 1866 the defendant Jewcooverbai was anxious to purchase certain ground and a house and buildings thereon, situate in Agiary Lane, in the island of Bombay, then the property of the defendant Pranjeewandass Doolubdass, a brother of Jewcooverbai, and Sooruzvahoo, his wife, or one of them, theretofore mortgaged to one Choonilall Motilall to secure repayment of Rs. 40,000 and interest by an indenture dated the 2nd June 1865, made between the defendant Pranjeewandass and Sooruzvahoo of the one part, and the said Choonilall Motilall of the other part. That Jewcooverbai not having sufficient money to pay for the said premises, requested the plaintiff to advance Rs. 30,000 on her account towards the purchase money thereof, which the plaintiff agreed to do on condition that the repayment of the said Rs. 30,000, with interest at the rate of 12 per cent. Per annum, should be secured to him by a conveyance of the said premises to him, and by delivering to him the documents of title of the said premises. That the defendant Pranjeewandass being then in urgent need of the purchase money, the plaintiff at his request paid the sum of Rs. 30,000 on or about the 27th February 1866 into the hands of Mr. John Macfarlane, solicitor, of Bombay, of the firm of Messrs. Macfarlane and Green, who were acting for the vendors, and had been instructed to prepare the conveyance of the said premises from the vendors to the plaintiff, and that Mr. Macfarlane gave the plaintiff a receipt for the said sum of Rs. 30,000. That by an indenture dated the 13th (a mistake for the 15th) day of March 1866, and made between the said Choonilall Motilall of the first part, the defendant Pranjeewandass, Sooruzvahoo, his wife, of the second part, and the plaintiff of the third part, reciting the said mortgage of the 2nd June 1865, and that all principal moneys and interest had been paid by Pranjeewandass and Sooruzvahoo to Choonilall Motilall in consideration of the sum of Rs. 40,000 and interest thereon mentioned to have been theretofore paid to Chunilall Motilall, and of the sum of Rs. 40,000 therein expressed to be paid to Pranjeewandass and Sooruzvahoo by the plaintiff, the said ground and the house and buildings therein situate in Agiary Lane, containing by admeasurement about 236 square yards, were with the appurtenances granted, assigned, and assured to the plaintiff, his heirs and assigns absolutely, and discharged from the said mortgage debt of Rs. 40,000 and interest. The plaint then alleged that though in the said indenture the plaintiff was expressed to have paid the entire consideration money of Rs. 40,000, the sum of Rs. 30,000 only was, in fact, advanced by him, and upon the execution of the said conveyance the said receipt for Rs. 30,000 was returned by the plaintiff to Pranjeewandass, or to his solicitor, Mr. Frank Henry Green, of the said firm of Messrs. Macfarlane and Green. That after the execution of the said indenture of the 15th March 1866 (the date is now correctly given), the same was delivered to the plaintiff with the following documents relating to the said papers (a mistake, I apprehend, for the said premises), viz., a conveyance dated the 5th September 1863 from one Nowrojee Nusserwanjee to the said Sooruzvahoo, and the said mortgage of the 2nd June 1865 to Chunilal Motilall; and that the two latter deeds had ever since remained in the possession of the plaintiff. That the indenture of the 15th March 1866 was deposited at the office of the Deputy Registrar of Assurances on the 29th day of the same month for registration, and the usual receipt was granted to the plaintiff. That the plaintiff handed the receipt to one Withuldas Doolubdas, a mehta of one Candas Narrondass (the stepson of the fist defendant) with instructions to obtain the deed when registered, and deliver it to the plaintiff. That Withuldas Doolubdas afterwards obtained the said deed from the Deputy Registrar's office, and on the plaintiff causing a demand to be made for the delivery of the same, the said Withuldas, by his solicitor, stated that he had delivered the said deed to the first defendant, and the plaintiff believes that the same is now in her possession. The plaint further alleged that the plaintiff and his father and uncle had had for many years past friendly and business relations with the said Candas Narrondass, and his predecessors in the firm of Motichund Ragoonath (amongst whom was the defendant Jewcooverbai), and that in September 1866 the plaintiff agreed to enter into partnership with the defendant Jewcooverbai and one Navivow (the wife of said Candas Narrondass) to trade as merchants, and that he did not take any steps to recover possession of the said deed, or to obtain possession of the said house and premises; and that the rents and profits of so much thereof as had been let to tenants had been since received by the defendant Jewcooverbai, through her brother the defendant Pranjeewandas; and that Pranjeewandas had himself continued to occupy a considerable portion of the said house. That nothing had been paid to the plaintiff on account of the said sum of Rs. 30,000 so advanced by him, or of the interest due thereon, but he was ready and willing to reconvey the said house and premises to the first defendant, or as she might direct, on having the said sum and interest repaid to him. The plaintiff then prayed the following or such other relief in the premises as the circumstances of the case might require:—1. That the defendants might be decreed to deliver up to the plaintiff possession of the said house and premises conveyed by the said deed of the 15th March 1866, and that Jewcooverbai might be ordered to deliver up to the plaintiff the said deed. 2. That Jewcoover might be decreed to pay to the plaintiff the said principal sum of Rs. 30,000, with interest at 12 per cent. per annum from the 27th February 1866, and the plaintiffs costs of suit, and that in default of such payment the said defendant might be foreclosed from all equity of right of redemption of the said premises, or that, if necessary, the said premises might be sold under the direction of the Court, and the net proceeds of sale applied, so far as the same would extend, in satisfaction of the amount due to the plaintiff, and that for the purposes aforesaid all necessary orders might be made and directions given.

The defendants filed separate written statements on the 8th February 1870.

Jewcooverbai by her written statement denied that the plaintiff was entitled to any part of the relief which he prayed. She denied that she requested the plaintiff to advance the Rs. 30,000, or any part thereof, and that the same or any part thereof was paid by the plaintiff at her request to Mr. Macfarlane, as, she said, was in the plaint falsely alleged. She admitted that she required the sum of Rs. 30,000 to complete the purchase money of the premises comprised in the indenture of the 15th March 1866, but she said that she obtained that sum from her stepson Candas Narrondass, and not from the plaintiff. That Candas Narrondass undertook to get the purchase of the said premises completed on her behalf, and she believed that Candas on his own account borrowed the money, viz., the said sum of Rs. 30,000 from the plaintiff, with whom he was then in partnership, and that she was informed and believed that in Candas's books he had credited the plaintiff with the said sum of Rs. 30,000 and debited her with the same.

Jewcoorbai by her written statement further said that the said premises were by the indenture delivered to her by Candas's mehta at the completion of the purchase, and had ever since remained in her possession, and that she had ever since received the rents and profits thereof. That the present suit was brought as she believed only because Candas had obtained the benefit of the Act for the relief of insolvent debtors in India, and she submitted that judgment should be given for her with costs, and the plaintiff ordered to deliver up to her all deeds and documents in his possession relating to the premises comprised in the indenture of the 15th March 1866, and to execute a conveyance to her of the said premises.

The other defendant Pranjeewandass Doolubdass by his written statement stated that he claimed no beneficial interest in the premises, and that he occupied a portion thereof only as tenant to Jewcooverbai, and was and had always been ready and willing to pay the rents thereof to such person as this Court might declare entitled thereto. That he had been unnecessarily and improperly made a party to this suit, and ought to be dismissed therefrom with his costs. He however said, as regarded the merits of this suit, that the purchase money of the said premises, mentioned in the indenture of the 15th March 1866, was paid by Jewcooverbai, and that he had always been informed and believed that she obtained Rs. 30,000, part thereof, from one Candas Narrondass, and not from the plaintiff, and that the said premises were conveyed to the plaintiff solely as trustee for the said Jewcooverbai.

The suit came on for hearing before me on the 9th ultimo, when the following issues were framed as between the plaintiff and the defendant Jewcooverbai:—1. Whether Jewcooverbai requested the plaintiff to advance the sum of Rs. 30,000 in manner and form as in paragraph 2 of the plaint alleged? 2. Whether the premises in paragraph 4 of the plaint mentioned ought to be charged in favour of the plaintiff with the sum of Rs. 30,000, or any other, and what sum? 3. Whether, under the indenture of the 15th March 1866, in paragraph 4 of the plaint mentioned, the plaintiff is not a trustee for Jewcooverbai of the premises comprised in that indenture? 4. Whether the plaintiff ought to be ordered to deliver up to Jewcooverbai all deeds and documents in his possession relating to the premises comprised in the indenture of the 15th March 1866, and to execute a conveyance to her of the said premises? The following issue was framed as between the plaintiff and the second defendant Pranjeewandass Doolubdass? 5. Whether as against Pranjeewandass Doolubdass the plaintiff is entitled to any, and what relief. And the learned counsel for Jewcooverbai having, at the commencement of his address on her behalf, contended that the relief prayed in the plaint that his client might be decreed to pay the said principal sum of Rs. 30,000 with interest at 12 per cent. per annum was barred by the Indian Limitation Act, I framed the following additional issue—6. Whether as against Jewcooverbai the relief prayed for in paragraph 2 of the prayer of the plaint is barred by the Act for the limitation of suits? (Act XIV. of 1852.) The hearing of the suit occupied portions of the 9th of June 1871, and of six subsequent days in that month. The case was fully investigated, and the conflicting facts were very ably analyzed and commented on by Mr. Latham on behalf of Jewcooverbai, on whom the burden of the defence mainly rested, and by the learned Advocate General in the course of his remarkably able reply. The Court has derived great assistance from the labours of those learned counsel, and desires to express its obligation to them accordingly. The plaintiff's case was an extremely simple one, and was supported by his own evidence, by that of his Persian mehta, Aga Ali Mahomed, and by Mr. Macfarlane, one of the oldest solicitors on the roll of the High Court, now practising in Bombay (having been admitted on the 5th June 1855), at present the senior partner in the firm of Messrs. Macfarlane and Skipsey. The plaintiff is a Mogul merchant residing in Bombay, where he has been in business for 13 or 14 years. His father had been a partner with Narrondass Hurryboy, a Hindoo, Candas's father, and with Candas's grandfather. Narrondass Hurryboy, Candas's father, the husband of the first defendant Jewcooverbai, had been the owner of the firm of Motichund Rugoonathdass, of which Candas in 1851 or 1852, and on the death of his elder brother Nurseydass, became the sole owner. The plaintiff said that he had very extensive dealings with Candas as well with him personally as with his firm. That he had had various accounts with him in respect of cotton transactions, and for money lent, that he had been his partner in what was called the Siam business, in which the plaintiff's father and paternal uncle were also partners, and that large sums of money belonging to the plaintiff, his father, and paternal uncle used to remain with Candass. According to the plaintiff's evidence, the negotiations for the advance by him of the Rs. 30,000 took place on the 26th February 1866, and the money was advanced and paid by him on the 27th. The defendants admit that the plaintiff advanced the Rs. 30,000 on the 27th. The plaintiff stated that Candas sent for him on the 26th, and that he went to see him at the Broker's Bank in Meadow Street within the Fort, a bank of which Mr. Ardaseer Bomanjee Kaka, one of the witnesses, was then the manager, and which has since been wound up, and after paying all debts and liabilities has returned 80 per cent. of the paid up capital to its shareholders. The plaintiff, in getting to the Brokers' Bank, found Candas, Mr. Ardaseer Bomanjee Kaka, and the second defendant, who is also called Majoo, and who is a brother of Jaicooverbai, the first defendant. The plaintiff stated that Candass took him into a corner, and said that Majoo (the second defendant) had a house which Jaicooverbai had been thinking of purchasing from him for a long time; that Majoo did not like to sell it, but as a decree had been given against him, he wanted to sell it. Candass further said that the house had been mortgaged to Choonilall Motilall for Rs. 40,000, which Majoo had repaid and taken the house into his possession, and that Majoo had agreed to give him (Candas) the house for Rs. 30,000. Then says the plaintiff:—Candass said, "I have no money, nor has Jaicooverbai. will you advance me (or us) the sum"? (using the word 'hamoko,' which in Bombay, as the interpreter of the Court stated, may mean either 'to me' or 'to us'), and adding, that he wanted the money on account of Jaicooverbai.

The plaintiff stated that he agreed to pay him the Rs. 30,000, but told him he would give him an answer on the following day. I may here incidentally remark that the very material facts which formed the groundwork of this alleged conversation—(I say alleged, as it was denied by Candas and other witnesses for the defence ever to have taken place, or that any interview at all took place on that day)—viz., the desire of Jaicooverbai to purchase the house and of her brother Pranjeewandass to sell it, and the anxiety of the latter to procure the sum of Rs. 30,000 on the 26th or 27th February 1866, were admitted to be true in the evidence given at the hearing by Jaicooverbai, Pranjeewandass, and Mr. Ardaseer Bomanjee Kaka. It will be recollected that Jaicooverbai in her written statement (paragraph 3) "admitted that she required the sum of Rs. 30,000 to complete the purchase money of the premises comprised in the indenture of the 15th March 1866," and when examined at the hearing she said, "Early in 1866 Pranjeewandass proposed that I should buy his house, the subject of this suit. I agreed to buy it for Rs. 40,000." Mr. Ardaseer Bomanjee Kaka stated in his evidence, that shortly before February 1866 a dispute between one Munjee Nursey and Pranjeewandass had been referred to arbitration and that he made an award against the latter to the amount of about Rs. 1,38,000 or Rs. 1,39,000. That it was amicably settled through his medium, the terms of arrangement being that Pranjeewandass was to pay Rs. 31,000 in cash, and retain all the shares which had been mortgaged to Munjee Nursey in full discharge. That the Rs. 31,000 were paid by him, Mr Ardaseer Bomanjee Kaka, on behalf of Pranjeewandass, who repaid him the next day, at the Brokers' Bank, that he does not exactly recollect the day of such repayment, but it was in the end of February or beginning of March 1866. Pranjeewandass in his evidence said that in February 1866 he was pressed for money about share transactions. That among other claims against him was one under the award made by Mr. Ardaseer Bomanjee Kaka which was compromised for a cash payment of Rs. 31,000. He then stated, "It occurred to me to sell my house to raise money. I told one or two brokers to get a purchaser, and as they did not succeed I told my sister to buy it. She agreed to buy it at Rs. 40,000. I named the sum. I told her, I wanted Rs. 40,000, and as I could not raise it in other quarters, I would sell it to her, as by this arrangement the house would remain in the family." He said that on that occasion Candas was not present, but on the second occasion when he went to her, she called Candas and told him that he (Pranjeewandass) was pressed for money, and wanted to sell his house, and then he adds, "she agreed to purchase it." The plaintiff swore that on the same day (26th February) he went to Jaicooverbai and saw her, and related to her the conversation he had had that day with Candas at the Brokers' Bank, and asked her if he, the plaintiff, should advance him the Rs. 30,000 on Pranjeewandass' house on her account. He states that she said to him he would do her a great favor if he would advance the money, which she would repay with interest, and that the plaintiff would then reconvey the house to her. That in such conversation it was agreed that the house was to be conveyed to his, the plaintiff's, name. The plaintiff says that the rate of interest of 1 per cent. per month had been agreed to with Candass in his conversation with him, but that he did not mention the rate of interest to Jaicooverbai.

Mr. Macpherson, while cross-examining the plaintiff, elicited from him the fact that one year was the time fixed for repayment.

Now it appears to me that if the plaintiff was, as he says he was, applied to of a sudden to advance so large a sum as Rs. 30,000 to Jaicooverbai, it would be a prudent course for him to adopt, knowing as he must have done from his constant dealings with Candas and his firm, how deeply involved Candas was in the commercial and speculative transactions of the period, and that Candas's firm was then largely indebted to him and to his father and uncle, at a time, too, when commercial and monetary affairs in Bombay were much unsettled, owing to the enormous losses incurred by reason of the sudden cessation of the American war in the early part of 1865, and which occasioned the passing by the Supreme Legislature in India of the very exceptional Act (XXVIII. of 1865) to provide for the more speedy liquidation of insolvent traders' estates in Bombay, an act limited in operation to insolvent traders whose admitted liabilities were not less than 5 lacs of rupees, and of which Act Candas himself but a few months after in vain endeavoured to get his creditors to allow him to take the benefit of. It would, I say, have been a prudent course for the plaintiff to adopt to go and either see or converse with Jaicooverbai, who stated that she lived under the same roof as the firm of Motichund Rugoonathdass, and learn from her whether it was with her authority and sanction that Candas had applied to him for an advance of Rs. 30,000 on the security of a mortgage of Pranjeewandass' house. Such a line of action is what one would expect any man of ordinary prudence, placed in the position of the plaintiff, to have adopted. Is one, however, justified in assuming that careful trading, and safe and cautious advances were prominent characteristics in Bombay in those exciting and throbbing years of 1865 and 1866? Jaicooverbai swears positively that she never had any such interview with the plaintiff at all. The plaintiff, or Jaicooverbai, must in this particular be telling the most deliberate and wicked falsehood. Is there, however, to any one accustomed to consider the conflicting evidence given week after week in this Court, any real difficulty in determining on which side the truth lies? I now approach the consideration of what passed on the next day, viz., the 27th February 1866, when as was admitted by the defendants' witnesses, the sum of Rs. 30,000 in cash was brought by the plaintiff to the Brokers' Bank in Meadow Street. I proceed with the narrative as given by the plaintiff:—The plaintiff stated that he saw Candas on that day at the Brokers' Bank, Pranjeewandass and Mr. Ardaseer Bomanjee Kaka being also there. I will transcribe the plaintiff's evidence as to this important interview from my notes—Candas said to me, "Have you brought Rs. 30,000?" I said, "No, I have not brought them." Candas said he wanted money that very day. I said "How can I advance you money, I have got no deed, no mortgage? Unless I am satisfied I will not advance you any money." Candas entreated me much to advance him money on that day. Candas said, "If you have any objection to pay the money to me, you had better pay it to Mr. Macfarlane, and get a receipt from him." He said, "What are you afraid of? If you pay the money into the hands of Mr. Macfarlane, he will get a deed prepared in a few days. Majoo was sitting outside and not near us. Ardaseer Kaka did not hear his conversation. Ardaseer had not heard the conversation on the previous day." I agreed to the proposal that Candass should pay the money into Mr. Macfarlane's hands. Candas said, "Do you go home and bring the money here to the Broker's Bank, I will go and fetch Mr. Macfarlane." I went to my house and brought Rs. 30,000. While I was sitting in the Brokers' Bank with the money, in about five minutes Mr. Macfarlane came in. Mr. Macfarlane, Candas, and Ardaseer had some conversation in English, which I did not understand.

"I paid the money to Mr. Macfarlane.
"He gave me a receipt for Rs. 30,000.
"He handed the money to Majoo.
"I kept the receipt by me until the deed was prepared."

The plaintiff then proceeded to describe his being taken to Sooruzvahoo, wife of Majoo, and that he saw her execute the deed. That he saw Majoo execute it at Messrs. Macfarlane and Green's office, and that he saw it executed by Choonilall Motilall, the mortgagee. That the receipt was given by him, the plaintiff, to Mr. Green in his office after the deed was prepared and executed, after which the deed was attested by Mr. Green and his clerk. The plaintiff stated that the two title deeds of the premises were then given to him, and that he has kept possession of them ever since. Those two title deeds were (1) an indenture dated the 5th September 1863 between Nowrojee Nusserwanjee of the one part, and Sooruzvahoo, wife of Pranjeewandass Doolubdass, of the other part, and attested by Mr. Macfarlane, by which Nowrojee Nusserwanjee in consideration of Rs. 18,225 conveyed the premises in question unto and to the use of Sooruzvahoo, her heirs, executors, administrators, and assigns; and (2) an indenture dated the 2nd June 1865 between Pranjeewandass Doolubdass and Sooruzvahoo his wife, of the one part, and Choonilall Motilall of the other part, and attested by Mr. Frank Henry Green, solicitor, then a partner of Mr. Macfarlane, whereby after reciting that Pranjeewandass was then indebted to Choonilall Motilall in the sum of Rs. 15,000, and had applied to him for a loan of Rs. 25,000, which he had agreed to lend on having the repayment of both sums secured by a mortgage of the premises, and that Sooruzvahoo had at her husband's request, but of her own free will, consented to join in and execute those presents; Sooruzvahoo conveyed the premises to Choonilall in fee, subject to a proviso for redemption on payment on the 1st June 1866 of the said sum of Rs. 40,000 with interest in the meantime at 12 per cent. per annum from the date of those presents. The newly-executed deed of conveyance to the plaintiff was dated the 15th March 1866 and the parties to it were Choonilall Motilall of the first part, Pranjeewandass Doolubdass and Sooruzvahoo of the second part, and the plaintiff of the third part. It bears the attestation of Mr. Frank Henry Green, now no longer a resident of Bombay, and contains a memorandum at the bottom of the second page respecting the payment of the purchase money in that gentleman's handwriting in the words and figures following:—

Memo—Consideration money paid as follows:—

| | |
|---|---|
| Receipt returned for ............ .... ..........Rs. | 30,000 |
| Paid 27th Feby. 1866 Govt. of India notes ... | 10,000 |
| Rupees | 40,000 |

The plaintiff stated that after the execution of this deed he retained possession of it, and kept it for about 10 or 15 days. A few days after that he said to Pranjeewandass that he must accompany him to the Registrar's office to get the deed registered. They went together, the plaintiff taking the newly-executed deed which he gave to the Registrar and got a receipt for it. It appears that the registrar's office is at Bhooleshwur, nearly opposite the house in which Candas's firm of Moteechund Rugoonathdass was carried on. The plaintiff says that he gave the receipt to Wittuldass Doolubdass, Candas's mehta, who lived in his master's house opposite the Registrar's office, with instructions to Wittuldass to hand the receipt to the Registrar after the deed was registered, get back the deed from the Registrar, and keep it by him until the plaintiff asked him for it. The plaintiff says that about two months after he had given Withuldhas the receipt he asked him for the deed, but that he did not return it, saying it was in Candas's treasure box, of which Candas kept the key, and that although he had made subsequent demands for it, he had never been able to get it back. In corroboration of the plaintiff's narrative, he produced an entry made in one of his Persian account books under his superintendence by Ali Mahomed, who has then his mehta. The entry was an item on the debit side of a Persian cash account, under date the 11th of Shrawul 1282, corresponding with the 27th of February 1866, and according to the official translation made by Mr. Goolam Mohideen, the Arabic and Persian translator, countersigned by Mr. Flynn, the chief translator of this Court, was as follows:—"On account of Jaicoover the wife (widow) of the deceased Narrondass Harribhoy, on account of the value of a house purchased in my name from Sooruzvahoo, the wife of Pranjeewandass Doolubdass, forty thousand rupees. The amount of thirty-thousand rupees was paid by me on account of Jaikoover, and the house was left as security (*i. e.*, was mortgaged). Interest at the rate of one rupee per cent., Rs. 30,000." An entry which, if it can be relied on, is of the utmost possible value. The plaintiff stated that he had never been paid anything on account of that Rs. 30,000. That he never asked Candas to repay it, or the interest, and that when he demanded payment from Jaicooverbai, she said she had not got money at present to pay him, adding that Candas was in difficulties, and that as soon as his affairs were settled she should receive money from him and pay him (the plaintiff), and she begged him to be so good as to wait for some time. The plaintiff did not for some considerable time take legal proceedings, assigning as his reasons for not doing so, because he had had friendship with Candas's house for 30 years, because whenever he went to demand money from Jaicooverbai, she spoke to him in friendly terms, promising to repay his money with interest, and because, he says, he thought that as the house was standing in his name, his money was safe, and that he could recover it at any time he liked. Then he says, that afterwards when he found he was put off from time to time, he thought of taking legal proceedings, and accordingly his solicitors, on the 31st August 1869, wrote a letter to Jaicooverbai and Pranjeewandass, which was answered by a letter, dated the 11th September 1869, from Mr. Pestonjee Dinshaw written on behalf of Jaicooverbai, and in which last letter it was stated that the plaintiff did not agree to advance, and had not advanced on her account the sum of Rs. 30,000 or any other sum for the purchase of the property, but that the same had been purchased, and the whole of the purchase money paid by herself, though the conveyance was taken in the name of the plaintiff as trustee for her. That the Rs. 30,000 which the plaintiff claimed was paid by him, not as a loan to Jaicooverbai, but in payment of a transfer of account from the firm of Motichund Ragoonath which the plaintiff had accepted, and that he did accept the transfer of account. That such firm having lately become insolvent, the plaintiff had made this attempt to recover from Jaicooverbai the sum he had paid on account of that firm.

Mr. Pestonjee Dinshaw in such letter then adds that if the plaintiff really intends to carry out his threats, his client would however reluctantly be obliged to defend his rights, and concludes by saying he is instructed to demand of the plaintiff immediate return of the old title deeds of the property which had been allowed to remain with the plaintiff as trustee for Jaicooverbai, and giving notice that, in default of his doing so, legal proceedings would be commenced against him without further notice. Within a week, viz., on the 16th September 1869, the plaintiff filed his plaint in the present suit. The plaintiff's evidence as to what passed at the interview at the Brokers' Bank on the 27th February 1866 was corroborated by the trustworthy and totally independent testimony of Mr. Macfarlane, who was examined at the hearing on behalf of the plaintiff. He said that the indenture of the 15th March 1866 had been prepared in his office, and that he believed he had been acting for all the parties to it. He proved that it had been attested by his former partner, Mr. Frank Henry Green, and by Merwanjee Hormusjee, a clerk in his office, and that the memorandum at the bottom of the second page of the deed respecting the payment of the purchase money was in the handwriting of Mr. F. H. Green.

Mr. Macfarlane said that he had a memorandum in his own diary of the payment of the Rs. 30,000 on the 27th February 1866, which he made shortly afterwards when the facts were fresh in his recollection, and refreshing his memory with and reading from such memorandum he stated as follows:—"I went on the 27th February 1866 to the Brokers' Bank with Pranjeewandass Doolubdass, and with him I found Ardaseer Bomanjee Kaka, Candas Narrondass, and a Mogul. An arrangement was made as to the sale of Pranjeewandass' house, and as to the drawing of the conveyance and Rs. 30,000 were paid in my presence." The plaintiff's Persian mehta and killidar, or cash keeper, Aga Ali Mohmed, had been examined *de bene esse* on the 5th May 1870 on the eve of his leaving Bombay for Muscat. He stated that the plaintiff's books were kept in the Persian language. Another mehta kept the accounts in Guzerathee, but the witness wrote his accounts first in Persian, from which the other mehta then copied his in Guzerathee. The witness Aga Ali Mahomed then said that the Persian entry above referred to was in his handwriting, and that he wrote it in the regular course of business under instructions from the plaintiff. That at the time of making the entry he, as killidar, paid Rs. 30,000 to the plaintiff, and that the payment was made on the same day as the entry was made and the instructions for it were given. No attempt appears to have been made on the cross-examination of this witness to shake his testimony; all that he elicited was that he got a yearly salary of Rs 300 during the first two years, and one of Rs. 500 during the last five years of his service with the plaintiff as moonshi and killidar, and which service he was then about to leave on his departure from Bombay. The plaintiff, in answer to questions from the Court, said that he trusted his Persian account books in preference to the Guzerathee ones, as the latter were only copies of the former. That the entry of Rs. 30,000 was copied in the Guzerathee books and also in the Persian ledger, all of which books he produced in Court. He pointed out the entry of the Rs. 30,000 in his Persian ledger for 1866, and which he said had been made by his mehta Aga Ali Mahomed. There was no wish expressed by the learned counsel for the defendants or by their clients to inspect, or to examine, or cross examine in regard to the account books then produced by the plaintiff, and which had not been translated. Any application for that purpose would have been at once acceded to by the Court. The schedule of Candas Narrondass was then given in evidence on behalf of the plaintiff. It was not filed in the Insolvent Court until the 11th November 1867, although Candas has been adjudicated an insolvent on the 15th October 1866. His general balance sheet shows that the earliest debts in his schedule were contracted by him in 1864, and that his debts specified in his schedule amounted to the enormous sum of Rs. 164 lacs 8,276-3 annas. In this schedule there is no direct entry of the sum of Rs. 30,000, either as a debit to the plaintiff or as a credit to Jewcooverbai, and in the statement of interest in land, houses, and other real estate in possession he has entered none, and for any interest in land, houses or other real estate in reversion, remainder or expectancy, he has entered none, except certain landed property mortgage, with the London, Asiatic. and American Company, Limited, which does not comprise the house and premises in dispute in this suit.

With this closed the evidence for the plaintiff.

Mr. Latham, on behalf of Jaicooverbai, contended that Candas, as principal, and not as agent for his stepmother, borrowed the Rs. 30,000 from the plaintiff to enable him to pay the sum which, under the award of Ardaseer Bomanjee Kaka, and the settlement made in respect thereof, Pranjeewandass was suddenly called upon to pay. That there was only one interview at the Brokers' Bank, viz., that on the 27th February, and that the alleged interview between the plaintiff and, Jaicooverbai deposed to by him, had never taken place. That on the 27th February 1866 Candas in one of his account books credited the plaintiff with the Rs. 30,000 and debited Jaicooverbai with a similar amount, leaving her still a creditor of his firm, she having up to that day paid a sum of Rs. 46,000 and upwards to her credit in the books of the firm. That the Rs. 30,000 were in fact lent by the plaintiff to Candas for his own purposes, which were that he might pay the money to Pranjeevandass, who wanted it to repay the Rs. 30,000 which Ardaseer Bomanjee Kaka had paid for him and on his account to Munjee Nursey on the day previous, under the compromise effected by Ardaseer Bomanjee Kaka. That the conveyance of the house by Pranjeewandhas direct to his sister would, in the former's embarrassed circumstances, have been calculated to excite suspicion; that consequently the plaintiff was made a trustee, and that having lost Rs. 30,000, and being a trustee of the property, he put the two together and tried to make what he could by filing the present suit. Mr. Latham also contended that no decree could be passed against Jaicooverbai for repayment of the money, as more than three years had elapsed before the present suit was commenced.

Mr. Anstey, on behalf of Pranjeewandass, contended (*inter alia*) that the suit must fail for multifariousness and misjoinder.

It appears to me that the question upon which the case mainly turns is this—Did the plaintiff advance the Rs. 30,000 on the 27th February 1866 to Candas Narrondass or to his stepmother Jaicooverbai as principal? After a careful consideration of the whole of the evidence, I have arrived at the clear conclusion that the money was advanced by the plaintiff for and at the request of Jaicooverbai, and upon the security and mortgage of the house and premises in Agiary Lane, the deed of the 15th March 1866, though in form of a conveyance to the plaintiff and his heirs for ever, being, according to the intention of the parties, and in equity, a mortgage to secure the repayment of the Rs 30,000 and interest. With every disposition to regard with the greatest caution the testimony of witnesses in a contested suit in this Court, I confess that I have been unable to see anything which would lead me to doubt the accuracy of the evidence given in support of the plaintiff's case. The plaintiff was and is a man of unstained character, and, as far as I could form an opinion from his demeanour in the witness box, he undoubtedly impressed me with the belief that he was speaking the truth. On the part of the defendants, the principal witness was Candas Narrondass, supported by his two mehtas and his books. Candas's career has been a most disastrous one, as well for himself personally as for his creditors, who are not less than 69 in number. His statement at the commencement of his cross-examination by the Advocate General, that he was not in difficulties in February 1866, is, I think, more than doubtful, as his schedule which commences in 1864 shows that before February 1866 he had contracted debts to the first 35 of his creditors mentioned in the schedule to the aggregate amount of upwards of 34 lacs of rupees, and according to the evidence of Mr. Ardaseer Bomanjee Kaka, Candas in that month had liberty to overdraw his account at the Brokers' Bank to the extent of 3 lacs. Candas admitted that his difficulties began in July or August 1866, and that he absconded from Bombay in September. On the 15th of October in that year, he was, on the petition of the Chartered Mercantile Bank of India, London and China, adjudicated an insolvent in the Court for the relief of the insolvent debtors in Bombay. On the 24th or 25th of the same month, a meeting of his creditors under Act XXVIII. of 1865 of the Government of India was held at the office of his then attorney, the late Mr. W. H. Crawford, Candass not being present at the meeting of his creditors, but hiding in Pranjeewandass' house. The chair was taken by Candas's friend, Mr. Ardaseer Bomanjee Kaka, but the meeting broke up without the object for which it had been convened being obtained. Candas said that he wandered about in the direction of Salsette and other places until his schedule was filed, which was not until the 11th November 1867, and after an attachment had been issued against him for not filing it. He stated in cross-examination that when he lost his fortune, he lost his memory also, and had not recovered it, and that he never in his life wrote account books, and did not know how to do so. He recollected, however, that the Commissioner, before whom his case was heard in the Insolvent Court, Mr. Justice Tucker, now a member of the Government of Bombay, made an observation about the careless way in which one of his account books, called the "Jangur Nonde," was kept (in which the important entry relied upon by the defendants of Rs. 30,000 is made) and that after an enquiry extending over many days, the learned Commissioner sentenced him to two years rigorous imprisonment on the criminal side of H. M.'s County Jail (the maximum punishment allowed by the State) for fraudulently making away with and concealing property with intent to diminish the sum to be divided among his creditors. All Candas's property, except what he had settled on the 16th December 1863 by a trust deed of that date for the benefit of certain members of his family, and of which deed Mr. Ardaseer Bomanjee Kaka was a trustee, and except what he had settled by another trust deed in respect to an oart called the "Telwady Oart" in Bombay, and excepting what (as suggested by Mr. Justice Tucker's decision) he may have fraudulently made away with and concealed, became of course vested in the Official Assignee, and as his estate has only paid dividends amounting, it was said, to 1½ per cent., Candass, when he presented himself on the 12th ultimo, as a witness on behalf of his step-mother, did so as and being little else than a pauper, and with all the stigma attaching to a conviction and subsequent imprisonment for fraudulent conduct as a merchant of the city of Bombay. Such antecedents are not calculated to commend the evidence of a witness, who may be so unfortunately situated, to the favorable consideration of the Court. The next principal witness was Jaicooverbai. Her interest in the result of this suit is enormous; all her property, except, as she says, some moneys realized by the sale of shares, had been placed in Candas's firm, and the account from the firm's ledger if it can be relied upon, shows that on the 20th October 1865 there was a balance to her credit of Rs. 46,668-3-87. Her case is, that she told Candas to pay Rs. 30,000 out of that sum so standing to her credit, in part payment of the purchase money for the house; instructions which it is admitted on all hands that he did not, and had not the ability to, carry out, there being, as I have mentioned, no dispute that the sum of Rs 30,000 was in fact advanced by the plaintiff. If she were to succeed in this suit, she would get the benefit of the Rs. 30,000 at the expense of the plaintiff. As the plaintiff's chance of recovering it, or any part of it from Candas's estate is of course infinitesimal, the schedule moreover not making the plaintiff a creditor for that sum, and as Candas has obtained his discharge, the schedule cannot, I imagine, now be amended. These are powerful motives to induce a witness, who has lost her all, even though such witness be a woman, to shape her evidence so as if possible to rescue herself to some extent from the penury, which apparently is staring her in the face.

Pranjeewandass Doolubdass, the second defendant, and the brother of Jaicooverbai, was perhaps the next most important witness for the defence. He appears to have had the misfortune of being charged with a criminal offence, and to have been sent up or held to bail, to take his trial at the Criminal Sessions of the High Court of Bombay. He was tried in 1867, before Sir Joseph Arnould, for making false entries in his books, and defended by Mr. Dunbar and Mr. Macpherson, and was acquitted. He had the good or the bad fortune (it is difficult, perhaps, to say which epithet is the most appropriate) to take the benefit of Act XXVIII. of 1865. His liabilities were between 5 and 6 lacs, and his assets Rs. 5,000 or Rs. 7,000. He does not, from his own showing, appear to be overscrupulous in money matters, for he stated in his re-examination that the Rs. 10,000, which in cross-examination he had said he had paid to the plaintiff, and which belonged to himself, was money which belonged not to himself but to his constituents. In answer to the question put to him by the Court, it appeared that he was still in difficulties, and that his future was by no means clear. He said he had then been hiding for the last seven or eight days, as there was an execution out against him in respect of a judgment obtained two or three months before in this Court for Rs. 2,800 in respect of transactions since he obtained the benefit of Act XXVIII. of 1865, and that in addition, he then had liabilities in respect of shares mortgaged to the extent of 2 lacs of rupees borrowed at interest, varying from 9 to 12 per cent., and which if the price of the shares fell, he would be liable to pay.

The next witness, Jumnadass Doolubdass, another brother of Jaicooverbai, and the elder brother of Pranjeewandass, had been so alive to his own interest that he was the first man in Bombay who took the benefit of Act XXVIII. of 1865. He had failed for the very considerable amount of 55 lacs of rupees, upwards of half a million of pounds sterling, all his liabilities being in respect of share transactions. He has been living in the house in dispute for the last five months.

Mr. Ardaseer Bomanjee Kaka, who was examined immediately after Candas, the first witness for the defence, appears to have been on intimate terms with Candas for many years. He admitted that he was and is a friend of his. He was trustee under the deed executed by Candass in December 1863 for the benefit of his family, the value of such property being, as Mr. Ardaseer said, about two lacs of rupees. He was an attesting witness to the trust deed executed by Candas in respect to the Telwady Oart in Bombay. He took the chair at Candas's at a meeting held in October 1866 under Act XXVIII. of 1865, and some years ago when Candass was prosecuted by Mr. Benn upon a charge of perjury in respect of an alleged false statement made in an affidavit, which charge was withdrawn on Candas writing a letter stating his regret for having unintentionally made an incorrect statement in the affidavit, Mr. Ardaseer went to the Police Court to tender himself as Candas's bail, if necessary. Whether Mr. Ardaseer Bomanjee Kaka had been persuaded by Candas and by Jaicooverbai's brother to believe that what he (Mr. Ardaseer) deposed to as having passed in his presence at the Brokers' Bank on the 27th February 1866, was a true narrative of the events which then happened; whether he may have had his memory, assuming it to have been originally defective or slippery, on the subject refreshed so as to enable him to speak, as he did positively, as to the exact words used more than five years ago during office hours at the Brokers' Bank, where, as he said, much business was done and brokers and others came in frequently, and although there was nothing (he admitted) particular to draw his attention to the conversation when the Rs. 30,000 were paid; whether, in fact, he has inadvertently allowed his mind and his recollection to be acted upon and influenced by the representations of Candas and the others, I don't profess to hazard an opinion—sufficient to say that I consider Mr. Ardaseer's evidence of what took place at the meeting, and of the cheque book, so extremely improbable that I do not feel justified in giving the same weight to his evidence as I do to that of the plaintiff, corroborated as it is by the thoroughly reliable testimony of Mr. Macfarlane. It is possible, however, that Mr. Ardaseer is mistaken, and that he has not stated what he knew to be false, and I do not wish to be taken to class his evidence, or to place it in the same category with that of Candas, or of the other material witness for the defence.

Now, Candas and his witnesses would have it believed that his request to the plaintiff at the Brokers' Bank to go and bring him Rs. 30,000; a payment, says Candas, which was to be made on his, the plaintiff's, personal account, Candas being his banker or shroff, though he admits that there was then a balance of about Rs. 38,000 to the plaintiff's credit in his firm's books on that day, was unpremeditated, was made on the spur of the moment, and was solely occasioned by his (Candas) not having got his cheque book with him, and Mr. Ardaseer declined to give him a single cheque unless he took a cheque book, the cost of which was Rs. 1-9; notwithstanding he could have overdrawn his account at the Brokers' Bank to the extent of 3 lacs of rupees, and notwithstanding a cheque for Rs. 30,000 drawn by him in February 1866, would have been honored by Mr. Ardaseer. Candas in cross-examination said, "I did not ask him for this Rs. 30,000 on a loan, I ordered Rs. 30,000 to be paid to me, I simply told the plaintiff to give me Rs. 30,000. It was to be a payment on account on his personal account. I was his banker or shroff." On his examination-in-chief he had said, "The plaintiff did not say anything to me, but immediately went and fetched the money." Ardaseer Bomanjee Kaka's account of the same was given in these words: "Candas asked me for a blank cheque. I told him to get one from his book furnished by the Bank. He said he had forgotten the book, and asked for a blank cheque. I refused to give him one unless he took a new book (the cost of which was Rs. 1-9). Then Candas told the plaintiff just go, and get Rs. 30,000 from his place. The plaintiff went and brought the money in currency notes. The plaintiff went off and got the money with the slightest objection."

Pranjeewandass and other witnesses present, who were called at the trial on behalf of the defendants, corroborated this evidence. Three persons, however, who were stated to have been likewise present, viz., Choonilall, Motilall, the original mortgagee, Munjee Nursey, to whom the Rs. 31,000 due from Pranjeewandass were paid, and Davidass Luckmidass, were not called on the part of the defendants, or any reason given or suggested why they were not produced. If the plaintiff's case be a true one, this version of the circumstances under which the advance of the Rs. 30,000 took place must be false, as false can be. Next, is the account of the transactions given by Candas and his witnesses, borne out by any trustworthy documentary evidence? The mail or fair cash book for 1866 of Candas's firm was produced in Court by a clerk from the office of the Official Assignee, and on its being shown to Candass, and also to his mehta Wittuldass, they both admitted that there was no entry in it of the Rs. 30,000, either of its receipt by Candas or of its payment. The plaintiff stated in his evidence that, according to the course of business between him and Candas, the Rs. 30,000, if advanced to him personally, ought to be entered in his cash book. Candas said he could not tell why the Rs. 30,000 was not entered in the cash book. I may here remark that the rough cash book and daily cash book were not among the books produced. If such books had been, as they ought to have been, deposited by Candas with the Official Assignee, they would doubtless have been forthcoming. Wittuldass attempted to excuse the absence of any entry of the Rs. 30,000 in the cash book in this way. He said that had the Rs. 30,000 been received and deposited in the firm for the use of the firm, it would have been credited in the cash book, but as this was a single transaction, and as it was to purchase a house, it was not entered—an explanation which I consider to be quite unsatisfactory. Candas admits it was money advanced to him on personal security, and according to my notions of book-keeping, the amount ought unquestionably to have been entered in the cash book. Wittuldass' evidence as to other items in the plaintiff's account in the firm's ledger, relied upon by the defendants shows, too, that the above explanation cannot be accepted as a valid one. Then ought not Candas's schedule to have contained some distinct reference to the Rs 30,000 advanced to, as well as of its payment made by, Candas? The schedule is entirely silent on both points: Candas stated that in his schedule under the heading No. 45, No. 2, the plaintiff appeared as his debtor for Rs. 8,889 2-10 (contracted 31st October 1864) and alleged that such sum was the balance on foot of the plaintiff's personal account in Candas's books, viz., the account in which the plaintiff received credit for rupees 30,000. The plaintiff, however, swore that such entry of Rs 8,889-2-10 to his debit was a false entry, for that during the last ten years his account with Candass was never made up, though he had asked the latter several times to do so, and that whenever he (the plaintiff) examined the accounts at his house, he never found any money due from him, but on the contrary he found the balance was due by Candas to him. In further proof, too, that this pretended debit of Rs. 8,889-2-10 is an unfounded one, I may notice that the Official Assignee has made no demand on the plaintiff for that amount, and that the plaintiff, when asked, filed his account with the Official Assignee as a creditor of Candas, and for no less a sum than 7 lacs or thereabouts. Then, as to the schedule, so far as it relates to Jaicooverbai, that lady said, in answer to questions put by the Court at the end of her examination, that at the time of the purchase there was a sum—Rs. 46,000—of her own money standing to her credit in Candas's firm. Wittuldass stated that by Candhas's orders, Dwarkadhass Chuggonlall, the other mehta (who confirms Wittuldass on this point) made the entry in the Guzerathi journal on the 27th February 1866 debiting the Rs. 30,000 (which is stated in the same entry to have that day been received from and debited to the plaintiff) to the account represented by Jaicooverbai, *i. e.* Jaicooverbai's account. The exact amount alleged to be due to Jaicooverbai was shown by an extract from Candas's ledger for Sumvut 1922 1865-66) put in evidence on behalf of Jaicooverbai, consisting of two entries only; viz., one on the credit side under date 20th October 1865, balance payable Rs. 46,668-3-87, and the other on the debit side under date 27th February 1866 Rs. 30,000, so that at the date of his insolvency, Jaicooverbai was, as appears from Candas's books, a creditor to the extent of Rs. 16,668-3-87. In the schedule, however, under No. 5, she is represented as a creditor for Rs. 19,679-11-1, and Candas on being asked in his examination in chief to explain the difference between those two items, acknowledged that he could not and said, that his mehta could, he himself not understanding well how to keep books. But Wittuldass, the mehta referred to by Candas, though examined at considerable length, was not asked a single question upon the subject. If the story told by Candas at the hearing be true, then the schedule was incorrect, and a man who has been convicted of having attempted to defraud the whole body of his creditors would, perhaps, be not unlikely to endeavour by hard swearing to defraud one of those creditors, especially when by so doing he would preserve a valuable house for the use or profit of his stepmother, with whom he lives on terms of friendship and intimacy, and to whom he may possibly be looking for his future support. Upon the entries in Candas's books relied on for the defence, I cannot place any reliance. Between September 1866, when Candas absconded from Bombay and November 1867, when his schedule was filed, he had ample opportunities of getting his books written up to suit his own purposes, and I entertain but little doubt that either at Damaun or Bombay he availed himself of such period to put on a complexion, other than the real one upon this, and possibly upon other transactions. Wittuldas' statement in his cross examination that no one suggested to him (Wittuldass) to be out of the way when Candas's petition was heard in the Insolvent Court, and that it was quite accidental his being absent, is one which no one can possibly believe, seeing that he had been in the firm for 22 years, and that his master professed to know nothing whatever of book-keeping or how to keep account books, and actually went so far as to say, in cross-examination, he, a merchant, succeeding to an old established firm, speaking and writing English and incurring liabilities in less than 3 years to the extent of upwards of 164 lacs of rupees; "I do not know what adjusting an account is" It appears to me that the case put forward and endeavoured to be established by Jaicooverbai is contrary to all the probabilities of the case, and is supported by evidence which is wholly untrustworthy. I cannot understand how the plaintiff, who had Rs. 38,000 to his credit in Candas's firm, and whose father and uncle were very large creditors besides, should at once advance Rs. 30,000 without any security whatever, and on being "ordered" (to use Candas's words) to bring the money, do so without previous arrangement and without saying one single word. Nor can I understand, if this was a mere private transaction, why Mr. Macfarlane was sent for at all. Mr. Macfarlane's evidence appears to me to be of the utmost value, as it shows that when he came an arrangement was made as to the sale of Pranjeewandass' house and as to the drawing of the conveyance before the money was paid. The instructions for drawing the deed were clearly given at the bank. There was, it is clear, a most urgent and pressing necessity for obtaining the Rs 30,000, so that Mr. Ardaseer Bomanjee Kaka might be repaid the Rs. 31,000 he had advanced the day before for Pranjeewandass to Munjee Nursey. There was urgent necessity for procuring the money, assuming the defendant's case to be true; there was none whatever that I can see for having the conveyance prepared, or for paying the money and obtaining a receipt from Mr. Macfarlane. The defendants aver that the money was not lent on the security of the house and premises. Why then was a receipt taken in the plaintiff's name if it was a mere payment to his shroff on his personal account? Does not the presence of Mr. Macfarlane at the meeting show that the transaction was a loan on the security of the property, and that the plaintiff was unwilling to part with his money except to Mr. Macfarlane, the solicitor of Pranjeewandass, and that the vendor went out to fetch him? Why, too, were the two title deeds, viz., the indenture of 5th September 1863 and 2nd June 1865 handed over soon afterwards to the plaintiffs, deeds which remained in his possession until he produced them at the hearing of this suit, if the transaction was a mere personal one between a banker and his constituent? The defence is manifestly the result of a conspiracy to endeavour to defeat the just claim of the plaintiff. In India documents frequently do not represent, and are not intended to represent the real contract between the parties. The deed of the 15th March 1866, conveying the property to the plaintiff, is an instance, for it states that in consideration of Rs. 40,000 paid by the plaintiff to Pranjeewandass and Sooruzvahoo, the receipt whereof they thereby acknowledge, they grant, bargain, and sell the property to the plaintiff, his heirs and assigns for ever; whereas it is admitted that only the sum of Rs. 30,000 out of the Rs. 40,000 was advanced by him. That instrument, in my opinion, represented a transaction which in effect was a mortgage of the property to the plaintiff, his advance of Rs 30,000 being repayable by Jaicooverbai in one year with interest at 12 per cent., the same time for repayment, and the same rate of interest, I may remark, as were specified in the mortgage of the house and premises by Pranjeewandass and his wife to Choonilall Motilall, dated the 2nd June 1865. A Court of Equity, which this Court is, will not feel itself fettered by the mere form or provisions of a deed, but will consider whether under all the circumstances it appears that the intention of the parties was that the instrument should operate absolutely or not. In Williams v. Owen, 5 M. and Craig, 303, Lord Cottenham, Chancellor, in the course of his judgment, said, (p. 306)—"That this Court will treat a transaction as a mortgage, although it was made so as to bear the appearance of an absolute sale, if it appear that the parties intended it to be a mortgage, is no doubt true." In Langton v. Horton, 5 Beavau 9, Lord Langdale, Master of the Rolls, held that a bill of sale of a ship, though absolute in its terms, might notwithstanding the Ship Registry Acts, be in Equity treated as a mortgage, if such appeared to have been the real intention of the parties. In Murphy v. Taylor, 1 Irish Chancery Reports, 92 (reports by Michael Roberts Westropp, Esq., the present learned Chief Justice of this Court, and another gentleman) Lord Chancellor Brady held that a deed of assignment absolute in its form of a Life Policy of Assurance for £999 operated by way of mortgage and not absolutely. In a more recent case, decided by Vice Chancellor Sir John Steuart in 1861, Douglas v. Culverwell, 3 Giffard Rep., 251, a deed purporting to be an absolute sale executed by the plaintiff, when in great pecuniary difficulties, for an inadequate consideration, was declared to be only a mortgage for the amount of the purchase money, it appearing that the plaintiff's object, within the knowledge of the defendant, was to obtain a loan, and not to sell.

And in a case in the Privy Council, Barnhart v. Greenshields, 9 Moore's P. C. Cases, 18, in a suit for the redemption of certain land in West Canada, it was held by the Lords of the Privy Council, the Right Hon'ble Pemberton Leigh, afterwards Lord Kingsdown, delivering the judgment, and affirming the decree of the Court of Error and Appeal in Canada, that under the circumstances a certain assignment of the land by deed, although in form an absolute assignment and sale was in effect a mortgage only. The point of law, which Mr. Latham on behalf of his client Jaicooverbai alleged, was the only one in the case, viz., whether the plaintiff's claim as against Jaicooverbai personally, as prayed for in the 2nd paragraph of the prayer, in the plaint, was barred by Act. XIV. of 1859, "an Act to provide for the limitation of suits," requires but brief notice. By section 1, clause 9, of that Act, the period of limitation in suits brought to recover money lent on interest, or for the breach of any contract, is the period of three years from the time when the debt became due, or when the breach of contract in respect of which the suit is brought first took place. The sum of Rs. 30,000 was advanced by the plaintiff on the 27th February 1866, and on cross examination he said that one year was the time fixed for repayment, and that he first demanded payment one year after the date of the deed. No evidence was given to contradict this statement, which may consequently be taken to be true. The debt became due therefore on the 27th February 1867, and the three years would expire on the 27th February 1870. The plaint was filed and the suit brought on the 16th September 1869, five months within the proper time, and the additional issue (No. 6) raised to meet this point must therefore be found for the plaintiff. As to the objections raised on behalf of Pranjeewandass that, as against him, the suit must fail for multifariousness and misjoinder, I have been unable to see that they are of any weight. I think however that as no money decree is sought against him and the house, the main subject of dispute, is no longer his, it will be the better course to pass a decree in his favour. Considering however the terms of his written statement, his refusal of the offer made by the Advocate General at the commencement of the hearing that he might depart hence, and be dismissed on paying his own costs, and considering especially his evidence given to support Candas and Jaicooverbai in their attempt to defeat this suit by means of false and fabricated evidence, it would be unfair to make the plaintiff pay that defendant's costs, and I shall therefore order that Pranjeewandass do pay his own costs of this suit. Nothing now remains but that I should record my finding upon the several issues, which I accordingly do as follows. I find upon issues, 1. That Jaicooverbai requested the plaintiff to advance the sum of Rs. 30,000 in manner and form as in paragraph 2 of the plaint alleged. 2. That the premises in paragraph 4 of the plaint mentioned ought to be charged in favor of the plaintiff with the sum of Rs. 30,000, with interest thereon at 12 per cent. per annum from the 27th February 1866. 3. That under the indenture of the 15th March 1866, in paragraph 4 of the plaint mentioned, the plaintiff is not a trustee for Jaicooverbai of the premises comprised in that indenture. 4. That the plaintiff ought to be ordered to deliver up to Jaicooverbai all deeds and documents in his possession relating to the premises comprised in the indenture of the 15th March 1866, and to execute a conveyance to her of the said premises except upon payment to him of the sum of Rs 30,000, and all interest due thereon, and the costs of this suit. 5. That as against the defendant Pranjeewandass Doolubdass, the plaintiff is not entitled to any relief. 6. That as against the defendant Jaicooverbai the relief prayed for in paragraph 2 of the prayer of the plaint is not barred by the Act for the Limitation of Suits (XIV. of 1859). And I pass a decree in favour of the plaintiff as against Jaicooverbai with costs, and I order and decree that she deliver up forthwith to the plaintiff possession of the said house and premises conveyed by the said indenture of the 15th March 1866, and also that she deliver up to the plaintiff the said indenture; and such indenture being now in the custody of this Court, I order that it be handed by the Prothonotary to the plaintiff or his attorneys. And I further order and decree that the said Jaicooverbai do within six calendar months from the 17th day of July 1871 pay to the plaintiff the said principal sum of Rs. 30,000 with interest thereon at the rate of 12 per cent. per annum from the 27th day of February 1866, and the costs of this suit, and that in default of such payment the said Jaicooverbai be foreclosed from all equity or right of redemption of the said premises, and that in default of payment within six calendar months aforesaid that the property be sold by Charles Edward Fox, Esq., Commissioner of this High Court, and the net proceeds of such sale applied, so far as the same will extend, in satisfaction of the amount due as aforesaid to the plaintiff, and that Jaicooverbai do join in any conveyance to a purchaser or purchasers of the said premises. That upon payment within the time aforesaid to the plaintiff, or his attorneys, of the said sum of Rs. 30,000 and all interest due thereon, and of the cost of this suit, the plaintiff do deliver up to the said Jaicooverbai possession of the said house and premises mentioned in the said indenture of the 15th March 1866, and also all deeds and documents of title relating to the same in his possession or under his control, and likewise execute a conveyance of the said house and premises to Jaicooverbai, or to such person or persons as she may direct, such conveyance to be prepared at the sole cost and charges of Jaicooverbai, and in case of dispute between the parties, the same to be settled by Charles Edward Fox, Esq., Commissioner. And I pass a decree in favor of the defendant Pranjeewandhas Dolubdass without costs. Interest on this judgment to run at 6 per cent. until payment, and the plaintiff and the defendant Jaicooverbai are to be at liberty to apply to this Court as they shall be advised.

[ADVERTISEMENT.]

## SPORTING.

### NOMINATIONS AND ENTRANCES FOR SONEPORE MEETING OF 1871,

WHICH CLOSED ON 1ST AUGUST.

SONEPORE ST. LEGER—1ST RACE: 1ST DAY.

| | |
|---|---|
| Mr B W... | ...One Nomination. |
| Mr Hartley | ditto |
| Mr Raphael | ditto |
| Messrs Arthur and John | ditto |
| Mr Le | ditto |
| Mr Seventanks | ditto. |

BETTIAH CUP—2ND RACE: 1ST DAY.

| | | |
|---|---|---|
| Mr Prince's | g w g | ...Bearing Rein. |
| Mr Raphael's | b e m | ...Bridesmaid. |
| Mr Le's | br e g | ...Call. |
| Mr —— | b w g | ...Kaxpos. |
| Mr Seventanks' | b aus g | ...Centurion. |

TIRHOOT STAKES—3RD RACE: 1ST DAY.

| | |
|---|---|
| Mr Raphael | ...One Nomination. |
| Mr Cresswell | ...Two ditto |
| Captain Maxwell | ...One ditto |
| Mr Gibbon | ditto |
| Messrs Arthur and John | ditto |
| Mr Le | ditto |
| Mr Seventanks | ditto |
| Mr Sewell | ditto |

SONEPORE DERBY—4TH RACE: 1ST DAY.

| | |
|---|---|
| Mr Raphael | ...One Nomination. |
| Mr Le | ditto |
| Mr Seventanks | ditto |
| Sheikh Esau bin Curtas | ...Two ditto |

TICCAREE CUP—1ST RACE: 2ND DAY.

| | | |
|---|---|---|
| Mr Hartley's | | ...Victoria. |
| Mr Prince's | g w g | ...Bearing Rein. |
| Mr Raphael's | b e m | ...Bridesmaid. |
| Mr Raphael's | bk w c | ...Pirate by Conrad. |
| Mr Le's | br e g | ...Call. |
| Mr —— | b w g | ...Korpos. |
| Mr Seventanks' | ch e m | ...Miss Trelawney. |
| Mr —— | br e f | ...Carmellia. |

DURBUNGEH CUP—2ND RACE: 2ND DAY.

| | |
|---|---|
| Mr Raphael | ...One Nomination. |
| Mr Creswell | ditto |
| Capt Maxwell | ditto |
| Mr Gibbon | ditto |
| Mr Le | ditto |
| Mr Seventanks | ditto |
| Sheikh Esau bin Curtas | ...Two ditto |
| Mr Sewell | ...One ditto |

CIVILIANS' CUP—1ST RACE: 3RD DAY.

| | |
|---|---|
| Mr Raphael's | ...One Nomination |
| Mr Le's | ditto. |

SONEPORE CUP—1ST RACE: 4TH DAY.

| | |
|---|---|
| Mr Raphael's | ...One Nomination. |
| Mr Le's | ditto. |
| Mr Seventanks' | ditto. |

H. T. Palliser, Honorary Secretary.

Bankepore, 3rd August 1871.

## ANECDOTES OF SOUTH INDIAN LIFE.

### HARRY LARKYNS' FIRST LOVE AFFAIR IN INDIA.

(*Madras Athenæum.*)

It was the peculiarity of the Larkyns family that they always "fell on their feet." Marriage was always their forte. Harry's father, whilst poor as a churchmouse, fell on his feet by marrying a young widow with a handsome fortune. Harry was their second son. Frank the elder, after their parents' death, had inherited £30,000, and managed to run through it in a few years; then, just like the family, had fallen on his feet again by a very lucky indigo speculation,—on the strength of which he had straightway married an heiress. Ethel, Harry's younger sister, had married, and if giving birth to twins twice in succession be falling on one's feet, she too undoubtedly had! Harry alone was left,—handsome, good-natured, and reckless: and his relation looked eagerly forward to the day which should discover how *he* should fall on his feet. He had some £4,000 of his own, and had determined to come out to Madras with it. This determination was the result of an hour's chat one evening with Charlie Cherry, a blithe young fellow whose father owned a large coffee plantation in Wynaad. Charlie was going out to Madras, and had taken his passage in the P. and O. "Will you go? Come along," he said, "we shall have some fine larks together, and return in a year or two as rich as nabobs." Harry never hesitated long. That night he said "Yes." In a week they saw the white cliffs sink behind; and in a short time after shot the Madras surf in a masulah boat. So Harry found himself in India on the morning of his 24th birthday. And there was not a wave that heaved and bubbled under the pier, or tossed itself merrily on the beach, so free and light-hearted as was Harry Larkyns.

Pretty soon Harry picked up, as was his wont, plenty of friends. He stayed at the best hotel Madras boasts of, bought an immense sun topee and a pegu pony, and engaged a couple of "boys"—warranted to do anything from making the profoundest salaams to their master, to stealing any number of his cigars. But what should he do? That was the question. His friends, when they knew he had several thousands of pounds to spend, were profuse in their counsels. "Take a house," said one, "keep a buggy, and give a couple of good dinners a week, you'll soon be popular." This advice was just to Harry's taste. Behold him soon in a house, calling from thence on the *élite* of the place. A month or so passed by. His dinners were pronounced unexceptionable. His turn-out was admired. He was a good deal invited out; and he felt himself at home in society, since his old grandfather, a *quondam* Madras civilian, had given him plenty of first-rate introductions. He could not help hearing the floating applause of the young ladies. A faithful friend had reported to him the observations of his own sisters. Clara had said, "Mr. Larkyns dressed more fashionably than any gentleman in Madras?" while her sister Florence was of opinion that "Mr. Larkyns had such a *very* expressive face and sweet smile." Another six months now rattled by. "Really I *must* do something, thought Harry, "or I shall soon be at the end of my £4,000." Alas, that £4,000 was nearly half gone. "Ah," thought Harry, "it is a blessing however that £2,000 odd of mine is yet remaining, safely lodged in the "Rottenbad and Crashman Bank," I must go in at once with this capital, for coffee or cotton." With this resolve he lit his cheroot and looked over the letters that had just come in by the post. Goodness gracious! The first he opened informed him that the "Rottenbad and Crashmen Bank" had failed, to the tune of an anna to the pound! Harry Larkyns' £4,000 was at length nowhere!

He cast up his accounts carefully. He had just £450 in hand, and half of that was owing to tradesmen and servants. In his extremity he went off straight to old Colonel Grizzle, to whom he had had a warm introduction from his grandfather, and told him plainly the state of the case, asking his advice. Grizzle was sitting in a long-armed chair smoking. He looked at Harry, scratched his pate, looked at him again, got up, marched up and down his verandah, took another survey of Harry's form and face, gave a short appreciative grunt, and he sat down, and giving his knees a hearty slap said, "Harry, my boy, marry!" Harry drew in his breath and opened his eyes, thinking, "By heaven, the old buffer is as mad as a hatter!" Colonel Grizzle took no notice of Harry's looks or expostulations, but merely said,—"Come here to-morrow night, to dinner, my boy,—small select party,—*she* will be there,—of course I mean Miss Fairleigh, the sweetest, most charming girl in India."—"Ha! An heiress, I presume?" exclaimed Harry. "Nothing of the sort," responded the colonel, "she has got a thousand or two, I dare say,—but nothing further. But a sweeter girl never breathed!" Poor Harry was aghast. "Why, instead of helping me, it would be sheer ruination to the poor girl and myself!" he exclaimed,—"Not a bit of it," answered Grizzle. "Look here, young man, you do not know Indian life as I do, who have been here a quarter of a century. This Miss Fairleigh is tremendously sought after. I had a chat with the Governor's right hand man (Horace Swellington Bland, you know,) and he said to me, 'The man who marries Miss Fairleigh is a made man. She's adored at Government House!' I know what *that* means, Harry. You'll be made "Superintendent of the Hospital for Incurable Horses," or "Comptroller General of the Ice Department," or "Scavenger extraordinary to Fort St. George,"—or something of the sort, with nothing to do, except to pocket a thousand or so rupees monthly, that's how things go on now-a-days, you know. And then you'll have a pretty creature besides. Of course, Old Caliban will write about you in the papers, and all the young fellows will half cut you for envy,—but all that will soon pass off. Come along, my boy, take my advice, and go in hot and strong for the sweet Miss Fairleigh."

So the next evening Harry found himself taking Miss Fairleigh in to dinner. He certainly found she merited the eulogies of the colonel. Only nineteen, fresh from England, a clear fresh complexion, blue eyes, and splendid golden hair! And then she was a clever, bright-hearted girl, who was the centre and soul of the party. Harry noted all this, paid her his quiet attentions, (Harry was a sly dog with women,) and the night passed off merrily. The old colonel, as he said 'good night,' chuckled and whispered, "Harry, you'll do! I knew it!" So Harry went home. Little sleep for him that night though! Miss Fairleigh's face stared at him, and the bright eyes turned night into day. The next morning off he went to call on old Fairleigh, the judge, who was uncle to the charmer of the golden hair. And so, day after day, they met. A little shyer, a little graver when together,—it began to be hinted about that there was 'something up' in their case. Deeper and deeper fell into love; and the deeper he fell into love, the more despondent, the more wretched, the more angry with himself he grew. "Confound it," he would mutter, "I am a scoundrel! I am poor—she doesn't know it. I love her, but not for that am I going to marry her—bah!—to get a position by such trickery!—to make my wife get me a scavengership from the Government! I loathe myself." So one Sunday, after an affecting sermon at the Cathedral from the Rev. Dr. Doney, upon "Deceit," (*Apate*, you know it is called in Greek, but Dr. Doney did not know Greek and had never read Chrysostom, who defends it on biblical principles!)—after this sermon, I say, Harry went home determined never to see the beautiful Mary Fairleigh again.

So after reaching his house, he was about to sit down and write a final letter to his charmer, when up comes Chizzlumnaidoo, the great native shopkeeper, to whom Harry owed a thousand rupees or so.

"Come to-morrow, Chizzy," said Harry.

"No, please, Sar,—Sunday best day, your honor. I want much speak very important matter to master."

"Bother! Won't to-morrow do?"

"Yes, your honor, much plenty brother, to-morrow not do! I one very poor man. Very nearly ruined, just like master with the Rottenbad and Crashman Bank!"

Harry gave a start—"Ha! the cat is out of the bag!" thought he. "Well, I only owe this fellow £100 or so:—I'll pay that off at once, and kick him out of the compound."

"Have you brought my bill, Chizzy? I don't mind paying it," said Harry.

"Ah, yes, good master, here is your honor's bill. I very poor mans."

"Goodness! You d—d rascal! What, *I* owe you £845! You have brought me a lot of old bills."

"Your honor, I no cheat,—I"——

"Confound your eyes, if you don't cut this moment, I'll"——

"Where please has master got my receipts?"

"Chizzy, you are an awful blackguard! You want to ruin me!" said Harry, whose practice was always to tear up receipts.

"No, master, I want to be one very great friend. I know Bank broke,—all gone,—master poor. Now I want do this, say nothing to nobody, tear up this bill and give receipt for nothing, and give master 10,000 pounds,—that is one great nice lakh of rupees!"

"Oh, you blackguard! You're up to some villainy or other. What is it, out with it."

"No, master, pay me bill, and send me away, then you will be ruined. I very poor, very honest shopkeeper."

"You infernal nigger! You see I'm at your mercy, do you? Out with it, tell me in a word your proposition"——

"One lakh master—one nice, big, very rich lakh of bright rupees—all for nothing, all for"——

"For what? Blurt it out! Quick!"

"You see, master, I man not care caste, have got plenty money, want to be a great man, afterwards get many Englishmen's honours and favours, so I want you,—ah master Larkyns, one bright lakh of"——

"What do you want, out with it at once!"

"I want master, your honor, to marry my one small, nice, yellow-skinned, little daughter, and I give you one lakh of nice, bright, very good"——

"Curse you, Chizzy; but I will accept your offer I'm in a scrape, so must marry your oily negress. But down with the money first. I must either get some money, or cut my throat. So here goes! Down with your tin first though, I never believe you Hindoos!"

"Yes, master, half money before, half after nice grand wedding, plenty tamasha, ring bell, beat tom-tom, all my friends say nice marriage to master sahib. Much plenty salaams to master, and now I go away, and bring shining rupees." And so Harry, in his slap-dash style, found himself engaged to Chizzlumnaidoo's daughter. "The moment I marry," thought Harry, "I'll cut off to England without the girl but with the lakh. Whom care I now to marry, although—if—O, I should like to give Chizzy a good kicking!"

A fortnight passed by. Harry kept himself to himself, called nowhere, saw no one. But dark rumours began to float about Madras. The day was fixed, and old Chizzlumnaidoo was too proud of his secret to keep it to himself. Old Colonel Grizzle was wild with rage. He called on Harry. "Not in." "He *is* in!" shouted the colonel, "and I will see him," and so saying he burst into Harry's room. The mail from England had just come in. Chizzlumnaidoo sat on a chair near Harry, chewing betel, and spitting about. Chizzy was saying,—"Ah, my very good going-to-be-son-in-law Master Harry, I did read yesterday in the newspaper called the *Madras Flail* of the benefits of that nice thing—what call it?—Missy Genation—that the dark blood with white blood in marriage is very good thing, very nice mixture, just like Joseph marrying Egyptian women, or like you with my dear nice daughter!" Harry was reading abstractedly the home letters before him, one by one. And now he opens the last. He starts, clutching the paper as he reads —

Lincoln Inn Fields: London.

Dear Sir,—We have great pleasure in informing you that your late lamented grandfather's will contains the following codicil:

Digitized with financial assistance from the Government of Maharashtra on 27 June, 2017

—"And whereas Harry Larkyns, Esq., now believed to be in India, has ever borne himself to me, his grandfather, with all due consideration and affection, and whereas I have received from many of my old friends in India accounts of his propriety of conduct and popularity, I bequeath to him the sum of £40,000, together with my landed estate, called the Elmgroves, Thornton, Buckinghamshire." We beg to say that we await your commands with respect to this legacy; and offer to you, as the advisers for several generations of your esteemed family, our sincerest congratulations on the acquisition of this handsome fortune.—We are, Sir, your obedient and humble servants,

FANG, FERRET, FIXEM, & Co.

Scarcely had Harry finished devouring this delicious note, when Colonel Grizzle burst in. "So, sir," puffed and fumed the old man, "the presence of this native confirms the scandalous rumours I have heard! What do you——" Harry was equal to the emergency. "Come, colonel!" he cried, "not a word more! I am going to give this sly nigger an awful thrashing. Look here!" Spin went Chizzylumnaidoo across the floor—never so astounded in his life! How he kicked and roared as thump on thump Harry gave it to him, and at length flung him, neck and crop, out of the front door, down the stone steps! The old colonel laughed as he had not for many a day. A few minutes after Harry was driving with the colonel to old Fairleigh's house. Need the sequel be written? Need it be said that he was forgiven, and need it be finally added that he spoke to the golden-haired Mary as he never had ventured to speak before—that he told her all—that he won her hand—that all Madras heard of his luck—that they were married a month after—and that Horace Swellington Bland called upon him and suggested that a "very important post"—"just suited" to him—was vacant, and he "had reason to believe" that if he would "apply to the Government—ha—hum—&c. &c." But Harry didn't see it, so he is now in England, with his charming wife. Who would not stand in his shoes? Who would not fall on his feet as he has done!

## MRS. FLORA DAVEY AND MR. POPE HENESSEY.

THE London Correspondent of the *Pioneer* gives the following interesting particulars regardng Mrs. Davey:—Mrs. Davey has long been one of the fashionable stars of the *demi-monde* of the metropolis. Originally married to a solicitor, who apparently preferred expatriation to the delights of her society, for he transported himself to Australia, she passed into that doubtful region (which seems ever enlarging its boundaries) of Bohemia, and preyed on fortune. Luxurious in dress, extravagant, dissipated, animal in look, she was exactly of the type of the most favoured of her class. Her career indeed may be said to have been an emphatic success. Her first protector was a banker at Shrewsbury, Mr. F. Bailey, who under her auspices first squandered his own fortune, then that of persons for whom he was trustee, and finally committed suicide. Captain Davey said that he had spent more than three thousand pounds in two years upon her, and Mr. F. Moon had supplied her with money extravagantly. But it was during the protectorate of Mr. Bailey that an event happened of almost political and national significance.

It will be remembered that some years ago there blazed, "as the comet of the season" in the political firmament, a young Irishman, Mr. Pope Henessey, who had been a civil service clerk at £60 per annum, and who was returned by the Catholic interest as an M.P. He managed so well by his patriotism, that in a few years he got himself appointed Governor of Borneo by the Conservatives, and is now Governor of the Bahamas, with a salary of two thousand a year. He was an adventurer of the most unequivocal kind. He entered for Parliament without a penny, lived well on his dignity as an M.P., had chambers on a fourth storey in the Temple, paid no one, barred his door against intruders, and, like most Irishmen, schemed alternately to make his patriotism and his personal pretensions yield him an income. He tried to improve his prospects by the venture of matrimony, and, among other notable ladies to whom he laid siege, was the reputed daughter of this Mrs. Newington, or Davey, and of Mr. Bailey. Those who knew Henessey can well recollect the glee and happiness with which he described the splendid and blooming creature, with two hundred thousand pounds, the daughter of a banker, that he was about to marry. Alas! it was "diamond cut diamond." Mrs. Davey had been led to suppose, or foolishly believe, the young Irish legislator—he was not then a governor—was worth a great deal of money. Pope Henessey trusted his charmer to be worth half-a-million. Love is notoriously blind. A friend, however, stepped in, informed him of the lady's poverty, and that she had nothing but what Bailey might give; it was before his suicide. Whereupon, as the marriage day was settled and dinners and dresses provided, it was found necessary that something should be done, and that quickly. With the ready wit of an Irishman the resource of making his natural enemy the law minister to his success, occurred to him. His debts were many, his means of liquidating them few; nothing was easier than to get a creditor to arrest him. The amiable Benedict threw himself in the way of a sheriff's officer, who was doubtless complimented on his preternatural skill and activity, and was in Whitecross Street on the following day. From this place he wrote to the injured Mrs. Davey and his bereaved *fiancée* of this blight to his fondest hopes. One can picture the woe and despair of the amiable couple. Here was a pretty *fiasco*. The great legislator they thought so rich, a mere beggar and in prison. The wedding was out of the question, and Mr. Pope Henessey, M. P., remained for the time without a wife. The whirligig of time brings about its revenges. The Governor of Labuan is a governor still; his projected mother-in-law is on trial for her life. She will not be hanged. In person Mrs. Davey is tall and stout, with an exaggerated custom of figure something like Mrs. Manning. No lover in a fit of poetic phrensy would speak of her as even pretty, but she is sensual-looking and large, and has an evil energy in her manner betokening passion and resolve.

## THE VICTORIA FALLS, ON THE ZAMBESI.

THE last number of *Petermann's Mittheilungen* contains an interesting description by Herr Möhr of a visit to the Victoria Falls, on the Zambesi. "I attained the object," he says, "for which I had made so many sacrifices, after innumerable difficulties and endless trials of patience, on the morning of the 21st of June. To proceed any farther—an undertaking which I had often contemplated—was unfortunately impossible; the negroes could not be persuaded by any means to go beyond the waterfall; my clothes were torn to pieces, my provisions greatly reduced, and I had not powder enough for eight days. . . . The length of the fall is nearly an English mile; it is 400 ft. deep, and the cliff over which the water flows is from 280 to 360 ft. wide. The stream above the fall flows from north-north-west to south-south-east. . . . To the south of the fall, and parallel with it, lies a thick tropical wood on a peninsula; its soil is covered all over with the foot-prints of buffaloes, rhinoceroses, and elephants. Nearly in the middle of the stream, close to the fall, lies Garden Island, where its discoverer, Dr. Livingstone, landed and planted a small garden with useful plants, which, however, have been destroyed long ago by animals and weeds. The most imposing view of the fall is from a point at the extreme east of the western peninsula. . . . The greatest mass of water comes from the west, the least from the east; the two unite under your feet, and the combined stream flows on in a channel only 270 feet wide, between dark precipices. . . . The North American Indians call this kind of phenomenon 'the face of the Great Spirit smiling over the waters.' "—*Pall Mall Budget.*

## THE WIMBLEDON CAMP.

(*Daily News.*)

THIS year the London Scottish and the Vics. did their own work in the matter of tent-pitching. The latter, indeed, furnish their own tents, and scorn to be obliged to the War-office for the loan of so much as a camp kettle. They do their own catering and cooking, and, judging from the savoury odours from their range, have in their ranks some not unworthy to inherit the mantle of Soyer. A detachment of the London Scottish nearly 100 strong has been in camp since Saturday last, "enjoying," by special permission of the War-office, a week's preliminary drilling and firing practice. This is the first example at Wimbledon of such an encampment—common enough in the country. The detachment, which is under the command of Captain Mackenzie, lives under strict military discipline, mounting guard every night as if in the field, and for any infraction of discipline exemplary punishment is meted out. On Tuesday evening a man on guard (not on sentry) was seduced by the sounds of mirth and music in the mess-marquee to quit the guard tent, and for this heinous breach of the Articles of War the detected criminal was remorselessly sentenced to the dire infliction of an extra turn of guard duty. Morning parade sounds at half-past 5, and there is drill till half-past 7, an appetiser for breakfast being furnished by long cross-country skirmishing progress under the supervision of Captain Page, the adjutant of the regiment. Evening drill lasts from 7 to half-past 8. Like the Victorias, the London Scottish do their own catering and cooking, and it was an edifying spectacle to witness a stout private in a kilt shelling peas; while a captain, who did good service as a member of the English ambulance during the late war, cleaned knives and forks as if to the manner born. The regiment will send two strong companies to take part in the autumn manœuvres in Berkshire, of which not the least interesting feature will be the working and assimilation of the "Scratch" battalions, into which must be formed the drafts contributed by the various regiments.

## SINGULAR EFFECTS OF LIGHTNING.

THE *Manchester Examiner* states that the neighbourhood of Ashton-under-Lyne was lately visited by a series of violent storms. On Saturday evening, July 8, about forty anglers were contending for prizes at a pond, when they were considerably alarmed by a severe storm, in the course of which many of the party received unpleasant shocks of electricity from the lightning attracted by their tackle. Suddenly, some five of the anglers lost their rods, they knew not how, while three others were forcibly thrown to the ground, and one of them, a man named George Hill, of Hurst, was rendered insensible, but he came to himself on being well shaken by a comrade. Another of the sufferers, William Marshall, a man who had been looking on, was not so fortunate. He was unable to help himself, and had to be carried to the rendezvous of the party, the Cottage Tavern, where every kindness was shown him, and a doctor was summoned to his aid. He was put to bed, but after about two hours he was sufficiently well to be sent home to Stalybridge, and it was thought by the doctor that he would be well again in a day or two. One of the anglers describes the scene as awful. A liquid fire seemed to hover round the margin of the pond for an instant, and then suddenly to draw itself into a small compass in the centre of the water, which was much disturbed. A man standing in the same field was struck on the leg by the lightning, but, beyond his stocking being scorched, he received no injury. The effect upon those who witnessed the scene was to cause them to offer thanks for their own deliverance.

## FRENCH AND INDIAN FINANCE.

(*Pioneer.*)

M. THIERS in his recent exposition of the state of the French finances had no pleasant task to perform. The expenses of the late war are estimated at eight milliards of francs, or 320 millions of pounds. This is simply the amount which has to be provided by the State, and takes no account of the losses of private individuals, which though impossible to estimate accurately, can have been nothing short of enormous. The deficit for the two years of 1870-71 was calculated at more than £65,000,000. Seldom if ever has a finance minister had a more difficult task than to provide the ways and means for raising the immense sums required. The immense and almost unsuspected wealth of the country rendered it a matter of facility to raise the first loan, enormous as it was of £80,000,000, but this had never been M. Thiers' anxiety. His problem was how to increase the regular receipts of Government so as to meet the regular expenses of Government, including interest on this new loan. This was to be done, although the territory from which revenue is to be drawn was largely curtailed, and although the military and naval expenditure of the diminished nation was to undergo no corresponding diminution. There can be no doubt that in England or in India under at all analogous circumstances the instant resource of our financiers would be the income-tax. Yet in France this expedient was at once rejected, almost with contempt for those who could advocate it. It is surely worth while to inquire what were the imperious and overpowering objections which in France forbade even the momentary entertainment of the suggestion. There was only one objection, but this sufficed—the *unsuitability* of the income-tax to the views and habits of the French people. So far as the plans of the French Government are even yet known to us, it is proposed to have recourse almost entirely to indirect taxation. After making his statement M. Thiers, in reply to some remarks of another member, declared most emphatically that the income-tax was unsuited to Frenchmen, and that any attempt to introduce it would be disastrous. He did not condescend to give his reasons at length; it was sufficient to appeal to the patent fact that the income-tax was "unsuitable," and to assume the acquiescence of his hearers in the proposition that "unsuitability" put at once a peremptory *veto* on the mere idea of imposing it. Now what did M. Thiers understand by unsuitability, which he variously expresses by *impropre difficilement applicable, qui ne nous convient guère?* Doubtless he meant that the income-tax was opposed to the feelings and habits of Frenchmen, and also to national economy as that was understood in France. Now on the second point there is room for debate. We may excusably question whether, even in France, an income-tax would not be in a great emergency more economically politic, and above all more just, than exaggerated and partial imposts on articles of general consumption or the raw material of manufactures. In discussing the Indian income-tax we have never concealed our impression that *in some respects* it was an equitable and theoretically good tax. Whether it was an expedient one is a much more difficult question, and the doubt cannot but be aggravated by the example before our eyes of M. Thiers' financial policy. If unsuitability be the overruling objection to an impost which it is considered in France, then indeed it will be hard to justify an income-tax in India. For it is unsuitable here also in both M. Thiers' senses—opposed to national habits, and injurious in some manifest respects to national wealth. If opposed to the prejudices of French men, it is equally so to those of natives and Anglo-Indians. If looked on as a mere question of political economy, it is not easy to imagine any state of society where its working can be more injurious than here. Not only does it open a wide door to extortion and corruption, but it acts as a fatal blow to what India above all things requires, a disposition to employ capital productively, and the combining of small amounts for that purpose, instead of allowing the accumulated savings of years to be hoarded up in the shape of useless ornaments, or be concealed far out of sight until some great emergency arises. Political economists are unanimous in saying the great want of India is capital. Silver, gold, jewels, money's worth, she has in abundance, but unfortunately it is not *capital*: it is lying idle, and, for all productive purposes, non-existent. Whatever faint signs there were that, under the long security of our rule, native character was beginning to lose somewhat of its timidity in this respect, and to enter a little into our own commercial enterprise and activity, these have been nipped in the bud by the income-tax, like early blossoms by a spring frost. The old contest between the people and their rulers has begun again—the former trying to conceal their wealth, the latter trying—so the natives believe—to extract from them as much of it as possible. No native now dreams of placing his money where Government or its officers can readily ascertain its existence and amount. The registration of bonds has fallen off to a very great extent, that being a favourite means of ascertaining whether a man was possessed of property or not. It is useless for us to limit our demand on land, or to talk of permanent settlements, so long as on some pretext or another the amount of taxes each individual has to pay goes on increasing from year to year. Natives are not versed in the principles of political economy, and are little apt to distinguish between the merits of direct and indirect taxation; but they are keenly alive to having to part with money in any way whatever, and perhaps of all ways the income-tax is the most odious we have hitherto been able to devise for them. The injury it has caused by destroying a spirit, which we ought to have striven above all others to foster and encourage, can scarcely be estimated. How can we expect natives to put their savings into our banks, to enter into joint undertakings, to subscribe to our loans, or invest in shares, when they look upon all these as contrivances for saddling them with so much additional taxation. M. Thiers is probably wiser in his generation. One of the chief resources of France in her present emergency is the tendency to come forward with money hitherto lying idle, and offer it to the State under the attraction of a high rate of interest. To impose a heavy direct tax, at a time when all classes are suffering from their recent losses, would inevitably excite great discontent, and embitter feelings against the Government to a serious degree. It would, in a great measure, destroy confidence in its measures, and prevent many from coming forward with their savings to place at its disposal. And yet in a time of perfect peace the Government of India found no better course for raising half-a-million than that which a French Minister shrinks from employing when he has to provide for a deficit of £65,000,000. The explanation of this is apparent from M. Thiers' remark. He said the tax was *unsuited* to Frenchmen, and therefore he would not propose it. There is some reason to fear that the rulers of India think too little in their legislation of what is *suited* to the people they govern or what not. So long as it suits English ideas, it much matters too little what Indians may say or think.

## THE GERMAN TROOPS IN FRANCE.

(FROM THE "DAILY NEWS" SPECIAL CORRESPONDENT.

VERSAILLES, Tuesday Evening, July 11.

THERE has been a great row between German troops and Frenchmen at Joinville-le-Pont. The very feeling which produces such lamentable affairs renders it highly improbable that they should be accurately reported in French papers. One version of the present story is, that a Prussian officer was rowing in a boat on the Marne with a lady, and that somebody who assumed a right to feel jealous of the lady insulted both of them. Thereupon the officer got out of the boat and struck the Frenchman with the flat of his sword. And then, when the "emotion" caused by this incident was subsiding, something else more serious, and, as far as appears, in no way arising out of it, occurred. A train for Paris which stopped at the Joinville station at half-past 9 was about to start, when a Bavarian soldier insisted upon getting into a carriage which was full. The door being shut in his face, he drew his sword and cut at the people in the carriage. Thereupon a passenger got down and snatched his sword from him, cut off his right hand with a first blow, and stretched him dead on the ground with a second. This reads to me like a Gascon tale, utterly incredible as told, but founded probably upon some fact very unlike it. The next thing is that the cries of the dead German soldier uttered (before he was dead, I suppose) brought to the station a number of Bavarian soldiers, who, as was natural enough under the circumstances, made the Frenchman a prisoner. Here this chronicler drops the narrative, leaving the reader to suppose that the gallant Frenchman, who disarmed a soldier of the invading army, and killed him with his own weapon, has been made a victim of German blood-thirstiness. But in the *Liberté* I find another and far more serious account of a "real battle between French and Prussians," which I suspect to be the same thing as the affair at Joinville-le-Pont, only the venue is laid differently. The *Liberté's* battle is said to have occurred on the "Esponieue," beyond the village of Nogent-sur-Marne, a place very near to Joinville-le-Pont. The Bavarians, it is said, took upon themselves to stop a train conveying a French regiment of the line to Lyons. "Our soldiers," says the *Liberté*, "burning with rage, without waiting till their officers entered into explanations with the Prussian authorities, fell upon the Bavarians with their swords, and the latter responded." A French sergeant, on whose authority this very serious matter, if true, is recounted, says—"We had 200 men cut up; but the other side was far worse treated." Now here, if the whole thing be not a fable, is an act of war of the gravest character passing within ten miles of Paris; and yet so little does the French press distinguish between true and false news—between events of importance and mere gossip and balderdash, that the *Liberté* gives this narrative of an event which, if true, would be very likely to be the prelude to the utter ruin and subjugation of France, because on its own showing the French soldiers were utterly in the wrong, without fixing any date or even any precise place, and without any details to assure its readers of the truth of startling assertions which it prints among ordinary "accidents and offences."

The Prussians, we hear—and no wonder—have ordered that no French papers whatever are to be allowed to circulate at Charenton, Villeneuve, Saint Georges, and other places on the Marne in their occupation. This prohibition is in reality merciful to the inhabitants of the occupied districts, for the unscrupulous lies of the French press tend to excite murderous collisions. The popular anecdotes of the day are about patriotic *gamins* who insult Prussians; jarveys who go at a footpace, when they are carrying a Prussian, for the very purpose of making him lose a train; and heroic waiters, who put nastiness into the dishes they serve to Prussians. French scribblers who pander to the most miserable species of national vanity in this way do their utmost to suggest to the "hated enemy" that after all it may be necessary to give them "more whipping."

## THE ORIGIN OF PURCHASE.

'AN Old Soldier' writing to the *Edinburgh Courant*, says—Perhaps the following extract from the *Edinburgh Review* for July 1856, on the origin of purchase in the army, may not be without interest at the present time. It is from an article on the 'Diary of General Patrick Gordon,' p. 27:—'The military adventurers from Scotland in foreign service appear to have been engaged on two distinct principles at that time (*circa* 1665.) Some raised regiments at home, each captain, lieutenant, and ensign bringing a stipulated number of men for his commission, and joined the army they intended to serve in, with their proprietary regiments. They were proprietary because each officer had a real property in his commission, having invested money in bringing together the number of men to be produced for it, either by recruiting at home, and by bounty in the towns, or in the country by arrangements with the small tenants or clansmen on the family estate. This was the origin of the purchase and sale of commissions in the British army. The retiring officer had actually paid the money in raising recruits for his commission, and was in strict justice entitled to be repaid by his successor. In the thirty years' war a large proportion of the Swedish army was composed of such Scotch regiments, and even so late as the beginning of the present century a Scotch briagde was kept up on this principle by the Dutch Government.'

## DEJEUNER TO THE COMEDIE FRANCAISE.

(*Daily News*, July 10.)

THE well-dressed throng who frequent the broad avenues of the Crystal Palace on the last day of the week found themselves on Saturday afternoon suddenly cut off from the well-known tropical department and its fountains, doves, and many-coloured parrots. Across that end of the building hung a curtain of crimson cloth, descending in graceful folds, relieved by loops of white; and what was passing within that gay enclosure was a mystery to all except my Lord Dufferin, Lord Granville, and the numerous company of distinguished men of letters, actors, journalists, artists, and critics, assembled to do honour to their guests—the members of the Comédie Française. The occasion was no common one; it was, indeed, unique. Since the time when the *Troupe de Monsieur*—the celebrated band of comedians, of whom the illustrious Molière was the guiding spirit—first settled in the Palais Royal, a period—as our visitors proudly remind us—of more than two centuries, these Royal Academicians of the French stage have performed only to audiences of their own countrymen. Now and then some distinguished member has indeed paid us a visit. M. Regnier, the *doyen* of the society, was here only last season, moving the audiences of the Princes's Theatre alternately to laughter and tears in some of those admirable impersonations of which he is the creator. He may indeed be said almost to have taken his farewell of the stage here. But this and some other rare instances do not alter the fact that the Théâtre Français has this year for the first time in its long and honoured career changed the scene of its action from Paris to London. *Fato profugus*, it has come among us and has found, we believe, a not unkindly reception. As one of the English speakers at the déjeûner gracefully reminded us, its motives for thus breaking through an honourable tradition have not been in any sense unworthy. "They have been inspired (to use Lord Dufferin's words) not by the selfish expectation of a prosaic speculation, but by a noble desire to restore the injured interests of their associates, and by the hope of raising by their personal exertions the funds destined for the aged or infirm among their old colleagues who must otherwise by the unhappy circumstances of these times have infallibly been exposed to privations." During the period of more than two months that they have been performing at the elegant new theatre in the Strand they have given representations of the principal works of Molière, with some of the *chefs d'œuvre* of Racine, of Corneille, of Regnards and of Beaumarchais. Nor have the later classical productions of De Musset, Balzac, Ponsard, or Augier, which the Comédie Française, breaking through the unwise conservatism of the past, now cherishes in its répertoire, been unrepresented. It would indeed have been unfortunate if this pleasant episode in stage history should have passed without some special mark of its significance. The gathering of Saturday was a token of respect and sympathy from our English Society to the acknowledged representatives of dramatic art in France. It would be absurd to say that actors equal in power do not exist outside the precincts of the great theatre of the Rue de Richelieu. We have had recently at the Lyceum the entire companies of the Vaudeville and the Théâtre des Variétés in Paris, and in the persons of Madame Fargueil, M. Lesueur, M. Delannoy, and others, have seen acting not to be excelled in its several kinds. But it is no reflection upon these accomplished performers to say that the Théâtre Français has claims to be regarded as a representative body which no other French company can boast. Its undiminished vitality after an unbroken career of two hundred years and more, its steady devotion to a high standard of art even in evil times when fashion or civil dissensions have often enough condemned it to find "fit audience though few," and its honourable preference for harmony and completeness above all were personal and selfish considerations, alone render it fitted to receive those marks of sympathy from its English entertainers which may be regarded as addressed to the stage and dramatic literature of France.

The weather on Saturday was a happy episode in the bleak and rainy midsummer for which 1871 will be remembered. The sun shone brilliantly, and the space allotted to the banquet presented a singularly gay and animated appearance. Whatever the cynical may say of the English habit of marking all memorable events by assembling together to eat and drink, there is a charm about long tables covered with snow-white cloths and set with bright porcelain, glittering glasses, and stands of flowers just taken from the greenhouse, which it is mere affectation to deny. Nor are the occasional jelly, the tempting gallantine of fowl or pigeon, the parti-coloured mayonnaise, or the more English but not less picturesque lobster salad, when rightly considered, in any way out of harmony with the poetry of the scene. We may be mistaken, but we fancy that we remarked at least one distinguished writer of *vers de société* among the company who gazed with something like an enraptured eye upon the preparations for the feast. But it must be confessed that a breakfast laid in the Tropical department of the Crystal Palace is not as other breakfasts. We do not remember whether a festivity of this kind has ever taken place in this spot before; but it would certainly not be an exaggeration to class it among the prettiest displays ever witnessed under the wide glass roofs of Sydenham. The word tropical must not be taken to indicate the temperature of the place; for the air on this occasion was cool and pleasant. The fountains during the repast chimed musically, the stone basins beneath them overflowed, making a delicious pattering among the leaves of equatic plants and dimpling the surface of the pools below, where crimson fish were basking undismayed by the sound of strange voices. Looking from the long cross table at which sat Lord Dufferin as president, with Lord Granville on his right, and the well-known faces of the French actors on each hand, the whole length of the other tables could be seen between the groups of statuary, the falling waters, the great wire cages of doves, the gay flags and crimson hangings, the moist stone ledges hung with creeping plants, the tall tree ferns, and broad-leaved plaintains of tropical growth familiar to all visitors; while to complete the scene one or two of the most brilliant of the macaws were permitted to rank as guests on the occasion, and even to disturb the eloquence of aristocratic orators by an occasional discordant note. Nor must we forget to chronicle, as emblematic of the peaceful and fraternal character of the scene, the presence of the usual humble sparrow or two, who make themselves so much at home in this portion of the Palace, and who on this occasion perched upon the stone basins and took refreshment from the fountains without the least sign of being embarrassed by the presence of so distinguished an assemblage. It may be remarked that the ladies of the Comédie Française, though not present at the *dejeûner*, left town for the Crystal Palace in postchaises provided for them by the noble president, and were entertained at the same time in another section of the building. It will, perhaps, be of interest to add that the *menu*, or bill of fare, of the occasion, also comprised some tokens of remembrance of the fairer sex—a dainty entitled *Chartreuse à la Favart* figuring among the *entremets*, while the names of Ponsin, Dubois, and Jouassain figured in ornamental devices at the head of the list. During the breakfast the band of the Grenadier Guards, under the direction of Mr. Dan Godfrey, performed an entirely French programme. At the conclusion of the repast the fountains ceased playing; the noisiest of the macaws was banished, and after the merely formal toasts, the president addressed the assembly in French. Making some kindly allusions to the enforced absence of Lord Lytton, who, as orator, poet, statesman, and dramatic author, might fitly have occupied that position, his lordship glanced at the history of the Comédie Français, and paid some graceful compliments to the assembled guests. The health of M. Got and his colleagues was then drunk with English hurrahs, and M. Got, in the name of the Comédie Française, returned thanks in a brief but eloquent address. Mr. Alfred Wigan, in returning thanks for the toast of the English Drama, also spoke in French with much fluency, among other things reminding his hearers of the higher appreciation of Shakspeare's power existing in France as compared with the judgment of the past. Mr. Wigan also took occasion to contrast the condition of the English with that of the French theatre, and to put in a plea for that State aid which he assumed to be an efficient cause of the high standard of acting represented by the Théâtre Français. It is needless to say that Lord Granville's speech proposing the heath of the President was the success of the occasion, his Lordship having a purity of accent and a fluency only to be acquired by a very early habit of speaking the French language. In recalling some reminiscences of the Comédie Française, Lord Granville said—

Although I am not so old as M. Coquelin—that is to say, as he appears in the part of Destournel—I remember, some 45 years ago, when but a youth, to have heard for the first time Mdlle. Duchesnois declaim some of the finest passages of Corneille and Racine. At the same period I saw Mdlle. Mars, surrounded by most celebrated actors, performing with a vivacity altogether free from coarseness the characters created by your immortal Molière. Since that period, every time I have found myself once more in your beautiful capital, after the first pleasure caused by the kind reception of friends which has never been wanting, and after visiting my old friend M. Regnier, my first desire has been to repair to the Rue de Richelieu to witness you, gentlemen—you and your predecessors—representing the masterpieces of your great dramatic writers with that intelligence, that fidelity to nature, and that ensemble which constitute the perfections of the traditional art of the Théâtre Française. And this year it was with a peculiar emotion that I found you, gentlemen, upon a foreign soil, actuated by the noble sense of duty of which Lord Dufferin has so well spoken, and acting with a spirit and vivacity which in times of prosperity are the charm of the French nature, but which in more painful circumstances betoken an elasticity of genius and an energy of character which excite the admiration of all.

After a few words from the President, who caused some amusement among the guests by expressing a hope that the audience of the Opera Comique that evening would not find that the purity of their diction had been contaminated by the French speeches they had heard, the company adjourned to a portion of the terrace set apart for the occasion, where the band of the Grenadier Guards again performed; and coffee and cigars were provided under a spacious marquee. The company returned to town about five o'clock. A memorial card, designed for the occasion by Mr. F. Leighton, R.A., was presented to each of the company of the Comédie Française, inscribed with a name in each case, the number printed being strictly limited to the number of the guests. In the evening the company performed for the last time, before a crowded audience, the play selected for their farewell being Alfred de Musset's *On ne Badine pas avec l' Amour*. On this occasion the performers were again the objects of an enthusiastic demonstration, and thus the series of performances of the Comédie Française have come to a close; though not, we hope, without some probability of our seeing M. Got and his supporters again, and under happier circumstances.

## TRANSPORTATION TO SIBERIA.

(*Pall Mall Gazette.*)

KASAN, July 2.

KASAN, the town on the River Volga where the present lines are written, offers great advantages for the study of transportation to Siberia. It is the gathering place towards which convicts from all parts of Russia are despatched in order to be afterwards sent on to their destination. A great deal of important information on this subjet is contained in the recent work of Maximov, "Siberia and its Convict Prisons" (3 vols. 8vo. St. Petersburg, 1871,) a book written in Russian, and therefore as yet nearly unknown in Western Europe.

The system of transportation has, like most Russian institutions, undergone a profound change for the better during the present reign. Since 1867, no Western observer could witness those terrible marches of fettered prisoners, driven on like herds of cattle by mounted Cossacks, which form one of the principal horrors in many of the still current books on Russia. The convicts at present arrive in Kasan by water conveyance on the Volga. To that river they are sent by rail. The long journey from Kasan to Tomsk, in Siberia, is again almost entirely performed by water, on the rivers Volga, Kama, Tur, Tobal, Irtish, Ob, and Tom. Only from the river Kama to the river Tur (from Perm to Tjumén), across the mountainous boundary between Europe and Asia, the prisoners are carried on carts drawn by the three-horse teams *(troiki)* of the Russian post-service.

The floating prisons in which the prisoners travel on the rivers are large barges towed by powerful steamers. These barges are very conveniently constructed. Below deck there is but one cabin, sufficiently aired and lighted—the principal prison room. The guard room, the office, and the kitchen are on the deck, of which they occupy less than one-third. The rest of the deck forms a large cage; iron posts support a roof of sheet-iron, and between the posts a net of thick iron wire is extended—at once the safest and the airiest of prisons. This floating prison would be very comfortable if it were not so terribly overcrowded. Water conveyance is in these high latitudes limited to less than twenty weeks in the year, and the most has, therefore, to be made of it. Neither the prison-barges nor the temporary prisons in Kasan and other towns are nearly sufficient for the convicts; the numbers confined in them are on an average nearly double those for which the localities are constructed. This overcrowding is easily supported by convicts who stay only a few days in the temporary prisons, and by the prisoners in the cage, where the air is always fresh. In the cabins of the floating prisons, however, and in Kasan during the winter, the air breathed by the convicts is foul beyond description. The only consolation is that sickness and mortality in the convict gaol of Kasan are not excessive.

A glance into one of the prison cages discloses a very curious picture. Most prisoners wear the convict garb, which is as ugly here as in other countries: a kind of cloak with sleeves, of a dirty drab-colour, disfigured by the letters S. I. B. (Siberia) on the back; these letters being inlaid in yellow cloth. A shapeless cap of the same material as the cloak completes the costume, which seems to answer its purpose very well, for the cloth is thick and firm. Even under that uniform garb many national types may be distinguished; from the stolid, flat-faced Finnish tribes, some of them almost like Esquimaux, to the sharp features of the Jew, and the beautiful face and form of the Circassian mountaineer. The wearing of the prison garb seems besides not to be obligatory even for the greatest criminals, and many of them wear entirely or partly their own clothing: the Circassian the national cloak with its rows of cases for cartridges sewn on the breastcloth, and the shaggy fur cap; the Tartar, the pointed felt hat over the skull-cap which covers his shaven head, and the long caftan; the Russian peasant, his greasy great-coat of sheepskin. Most prisoners have good, well-shaped boots, which guard their ankles against the friction of the chain; others wear the national foot clothing of linden-bast over the linen rags which they tie round their feet and legs. The only chains worn are fetters attached to the two ankles, and lifted up in the middle by means of a strap fastened up to the loins (I believe by a girdle). These chains are not very heavy, and the prisoners walk freely enough with them; yet the clinking of the irons makes one shudder. Such chains are worn only by those who are sentenced to hard labour, while those who are sentenced merely to settle in Siberia wear no chains whatever.

Groups of women and children are mixed up with the male prisoners; the women being in the proportion of about one to six and the children one to twelve to the men. Two-thirds of the women are likewise convicts, the remainder and all the children are merely passengers. For the Russian Government, in order to encourage emigration, offers free passages to the families of all those that are sent out to Siberia; an advantage generally appreciated by the wives, though as yet very little by the husbands, of convicts. In 1860, the last year for which Maximov gives the statistics, 6,000 male prisoners were accompanied by 326 free women and 566 children; while 700 women were accompanied only by four free men.

The new system of transportation owes it origin to the enery and the spirited enterprise of a Russian merchant, Mr. Kolchin, like most Russian merchants, the son of a peasant. He is the owner of all the prison barges on the Volga and Kama, as well as on the Siberian waters; and likewise of the steamers by which the barges are towed. These steamers carry passengers and merchandise; and though their freights are much lower than those of the other passenger lines, they are with their barges in tow, nearly as fast as the other steamers; and the accommodation for passengers is as good as elsewhere. Mr. Kolchin has an extensive establishment at Nijni-Novgorod, where the machinery for all his vessels is made, and where the ships for the European lines are constructed. They are among the best steamers on Russian rivers; though most of the steamers on the Volga and Kama belonging to other owners are constructed in England or in Belgium.

Only a part of the prisoners go as far as Tomsk. At various stations along the rivers, especially at Tobolsk, parties of prisoners are landed in order to be distributed in the more westerly parts of Siberia, where most of those who are sentenced merely to settle in Siberia, and not to hard labour, remain. From the stations to the final places of destination the journey is continued on foot. Those who go for hard labour to the convict establishments in eastern Siberia still march in chains from Tomsk. As far as they are concerned, the old system of transportation is still kept on.

This system, though very severe and cruel for the political prisoner, is much less so for the Russian peasant. Its defects are certainly very great. The stations where the prisoners remain over-night are wretched, and are often unbearably filthy. The officers who command the prisoners are not always very scrupulous, and often use their discretionary power to obtain money, by granting or withholding favours which ought not to be conceded—permissions to buy spirits, to take off the fetters, &c. But all these draw-backs are much lessened by the feeling of companionship between officers and convicts; a feeling which no explanation can make intelligible to the haughty aristocratic officers of Teutonic blood. The word "brethren" *(bratci)* is often addressed, and in good earnest too, by the officer to the convicts. Savage altercations like those which but too frequently happened between the fierce Poles and the officers to whom they were entrusted, and the atrocious punishments inflicted after such strife, never happen between officers and common criminals.

A remarkable Russian institution, likewise not easily intelligible to the Western public, the *artel*, contributes very much to lessen the sufferings necessarily attached to a march of thousands of miles, performed with fettered legs. Whenever a number of Russians of the peasant class work together they speedily form an organized body with an elected chief, and with equal rights and duties for all the members. Such a body is called an *artel*, and breaches of faith of its members towards each other are so absolutely unknown that they are considered impossible. This same organization is adopted by the convicts, and, strange to say, the same faithfulness which belongs to all *artels* also characterises those formed by the outlaws. Nay, when the members pledge their "word of honour" for each other, the promise may be safely relied on, even by the officers who guard them. The elders (*starosti*) at the head of the convict *artels* administer the money, make all the necessary purchases, and strike those bargains with the officers to which we have above alluded.

Maximov describes very prettily, and as an eye-witness, the loves of male and female convicts; how the lovers manage by money, cunning, and even by violence, to meet and to travel together; and how especially the carts on which the prisoners cross the Ural Mountains are made useful for travelling in common. These affections exercise a good influence, and would be infinitely more productive of good if the Russian law promoted—instead of hindering—the marriages of convicts.

Flights from the prison barges are impossible; but from the parties travelling on foot, and especially from the convict establishments themselves, they are extremely frequent. From some of these establishments nearly one-half of the prisoners have at various times made attempts at flight, and Western Siberia, as well as the eastern parts of Russia, swarm with runaway convicts.

So much about the system of transportation actually in force. As regards the punishment itself, its various forms, and its practical value, more must necessarily be said than can be added to the present already somewhat long article; and we shall, therefore, treat that important question separately on some future occasion.

A HAIL STORM IN JULY.—A terrible storm burst over the western wold slopes of the East Riding on Sunday evening, 9th July. For about three hours thunder, lightning, hail, and rain continued. When the storm ceased the eastern end of the town of Norton was covered with large hailstones, while at the opposite end, within a mile, all was quite dry. The storm travelled towards Scarborough, and on the whole wold-foot glass is broken and crops are cut by the hail. At Scampston the land was white with large hailstones. The great fury of the storm, however, seems to have centred just on the wold brow behind the village of Scagglethorpe, where the water came down in torrents, washing up crops and deluging the place. The thunder and lightning were together and continuous. Hailstones were large as walnuts. At Broughton a magnificent oak tree was struck to pieces, and sheep were killed on the wold. No accident to human life is reported.

## THE COMTE DE CHAMBORD'S PROCLAMATION.

(*Times.*)

UNDER the signature of "Chambord" the chief of the Bourbon family has addressed another Proclamation to France. The circumstances are somewhat peculiar. The recent vote of the National Assembly made him free to return to France. He had left his country as a child, and all accurate remembrance of it must have been effaced by time. It was natural he should desire to look on France again, and his journey might be explained even without reference to political objects. For some days he has been in France, and has taken up his residence at that Château of Chambord the name of which he bears, but which he had never seen. The Legitimist organs expatiate on the enthusiasm with which he has been received by the country people, on his urbanity, his manly and rural tastes, and other characteristicts of Royalty. On a sudden he declares his intention to return to Fröhsdorf. His coming had been private, or, at least, unannounced; not so his departure. Numbers will have learnt for the first time that he is in France from the Proclamation which tells them that he can stay no longer. "You have opened the gates of France to me," he exclaims, "and I have been unable to deny myself the happiness of revisiting my country. But I will not," he adds, "by a prolonged stay afford fresh pretexts for agitating the public mind." Therefore he writes to announce that, in quitting his countrymen, he does not separate from them. "France knows that I belong to her." The sudden coming and as sudden withdrawal may give an opportunity for hostile remark. It may be said that the Chief of the Bourbons had good reasons for returning by the way he came. One cannot help thinking of the old rhyme about the King of France and his twenty thousand men. Whatever may be the causes which have determined his conduct, his visit, his departure, and his Proclamation are equally illtimed. The last few days have seen a crisis in the political history of France. A month ago the world believed in a Legitimist reaction which was to carry the French people repentant and submissive to the feet of the exile of Frohsdorf. The majority of the Assembly was Monarchical, only waiting the opportunity to strangle in its cradle the feeble and abortive Republic, and of this majority the strongest and most resolute section was for proclaiming Henry V. On the respective chances of Monarchy and Republicanism it is not necessary now to express an opinion, but no one can fail to see that the bubble of a Legitimist Restoration has burst. The elections have been held, and, from the system of French voting they indicate with accuracy the wishes of the country. It is said that in the whole of France only one avowed Legitimist has been returned. The result is accepted as decisive by the country, and the Legitimists by their angry comments show how much they feel the blow. Of course they complain that the Government has exercised an improper influence, directly by means of the local administration, and indirectly by irresistible appeals to the interest of the electors. The Government has the advantage of raising and being responsible for immense sums of money; it can also hold before the people the prospect of renewed Civil War should M. Thiers be displaced. The hopes and fears of all who may gain or lose impel them to submit to M. Thiers. Such is the Legitimist explanation, but other parties tell a different story. They say, what seems now hardly to be denied, that the Legitimist majority in the National Assembly is accidental, and arises from the circumstance that men of that party, having held aloof from politics, were not committed to the war either as Imperialists or Republicans, and could, therefore, be depended upon to vote stanchly for peace. The country had not the Constitutional issue before it in February at all, and, if polled again on the question of proclaiming Henry V., would elect another set of men entirely. This explanation seems to be fully confirmed by the elections of the 2d inst.

The opponents of Legitimism go further, and say that the Bourbonist partisans have irreparably injured their cause by the indications they have given of what would be their policy in case of success. This fault is not to be imputed to the men of the Assembly. They are on their good behaviour; they are in the presence of watchful opponents, and they have among them, of course, a few skilful leaders who inculcate the advantage of saying as little as possible. But their followers throughout the country are irrepressible, and it is from the rank and file of every party that its ultimate dispositions must be ascertained. The priests especially have disclosed the spirit of the Bourbonist faction and filled all classes with alarm. To the priests it is due that not even in the most rural and Conservative districts have the Legitimists been successful. No sooner was it found that the National Assembly was anti-Republican, with the Legitimists as its leading party, than a clerical agitation began for the restoration of the temporal power of the Pope. This was not a petty movement of *curés* and village *dévots* who might be disowned and silenced at the fitting moment, but originated in ecclesiastics of the highest station. In innumerable parishes the people have been called upon to maintain the cause of the Holy Father, and have been told that when their lawful sovereign was restored he would at once show himself the Eldest Son of the Church. The common sense of the people, and even of the peasantry, has told them that this means war. The Italians are in Rome, the city is now the national capital, and it is perfectly certain that the Italians will not quit it unless driven out by force of arms. They are 25 millions, they have a very good army, and could not be compelled to yield except by war on the largest scale. The first wish of the French population at this moment is for Peace, and here they are called upon at once to declare for a war policy against a kindred and friendly people which has done them no wrong whatever. The answer has been unquestionable. It was as men of Peace that the Legitimists were sent to the Assembly; the moment they are supposed to have abandoned that character they fail to receive any support. In short, the party has ruined itself by making too sure of success, and discounting its prospective authority. We do not believe it would ever have been strong enough to place the Comte de Chambord on the throne, but by reticence and circumspection it might long have kept up its character as the most powerful of French parties, and persuaded the world that the future belonged to it.

Thus it is at the hour when his partisans have been decisively rejected by the French people that the Comte de Chambord issues his Proclamation. He leaves them to meditate on it, and return to his foreign home. Is there anything in it which should induce them to change their views? We believe there is nothing. All that is useful in his programme can be effected without him, while there is in the very nature of his claims, and in the settled character of his party, something inconsistent with the dominant impulses of the nation. This time the Comte de Chambord is pre-eminently Liberal, and seeks to meet the prevalent ideas of the hour. He proposes to found a Government in harmony with the real wants of the country—on "the broad bases of administrative decentralization and local franchises." The public liberties to which every Christian people has a right will be guaranteed by Universal Suffrage honestly exercised, and by the control of two Chambers. "I am, and wish to be, in harmony with the time in which I live." . . . . . . "I will not be silent because ignorant or credulous people have spoken of Privileges, of Absolutism, of Intolerance, and I know not what besides; of Tithes, of Feudal Rights—phantoms which the most audacious bad faith seeks to conjure up before your eyes." This is the answer which the Chief of the Bourbons gives to those who assert that his Government would necessarily have a reactionary character. "We shall resume," he says, "the national movement of the end of the last century, while restoring to it its true character." This carries our minds back to the Constitution of 1791, to which he evidently refers. That Constitution was founded on the complete acceptance by the King and the State of what are known as the Rights of Man, and its ideas are those of the *Contrat Social*. It even turned Louis XVI. from King of France into King of the French, to express the abandonment of feudal supremacy, and the establishment of new relations between him and his people. Nothing more democratic could be imagined within the limits of Constitutional Monarchy, and no further rights could be desired at the present time. But what was the fate of that Constitution? It fell, not because it was impossible to work it, but because there was on the one side an instinctive hostility to it on the part of the classes which were most powerful about the Throne, and on the other a deep-rooted belief on the part of the people that it would be made nugatory in the hands of a perfidious Court. The Constitution which Charles X. undertook to protect was equally capable of insuring liberty to France, but this, too, fell through similar jealousies and antipathies. We cannot doubt that the same failure would attend a third trial. There is, we firmly believe, an impassable gulf between the prevailing sentiment of modern France and the creed of the Prince who declares that "Monarchical right is the patrimony of the nation." The points from which the two parties regard all the relations of political life are too widely separated for any accordance of views. On the morrow after a union was effected the forces of disruption would begin to work.

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Bombay, 20th April 1871.

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